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The Solicitors' Journal and Reporter.

LONDON, FEBRUARY 3, 1894.

CURRENT TOPICS.

MR. ALFRED EMDEN, the first registrar under the Companies (Winding-up) Act, 1890, has been appointed Judge of the County Court of Lambeth and the County Courts of Kent (Circuit No. 48). If current rumour is to be trusted, it is not intended to fill up the vacant registrarship.

THE IMPORTANT CASE now in course of hearing before Mr. Justice ROMER involves so much labour for the counsel concerned that, at their request, the hearing of it will not be continued on Saturday, the 3rd inst., so that an opportunity may be afforded for deliberation on the evidence to be brought forward, as it is anticipated there will then be more than a week's work before the hearing is completed.

THE PROPOSALS which have been placed on the amendment paper of the House of Lords relating to the Local Government Bill include the elimination of the clauses which deal with the election and qualification of guardians of the poor. It is probable, however, that amendments will be moved designed to provide for the retention, so far as possible, of the existing *ex officio* and nominated guardians, and to increase the power given by the Bill to the elective boards to co-opt additional members and otherwise to guard against the dangers which are likely to arise from intrusting the control over the administration of the poor law to electors who are not themselves ratepayers; and that proposals of this character will be adopted in preference to the total exclusion of the poor law from the scope of the Bill. Extensive alterations will also be suggested with respect to the clauses relating to the compulsory hiring of land for allotments and to the control of parochial charities by the parish council. An endeavour will also be made to throw some of the burden of the parochial expenses upon those parochial electors who, under the present "compounding" system, do not pay any rates.

MR. CHARLES FORD did good service in bringing before the meeting of the Incorporated Law Society last week the question of the disqualification imposed by the Local Government Bill on solicitors who are chairmen of district councils. They are to be debarred from being, by virtue of that office, magistrates for the county, the Bill providing that the chairman of a district council shall, by virtue of his office, be a justice of the peace for the county "*unless he is personally disqualified by any Act of Parliament.*" It need hardly be said that no similar disqualification exists in the case of a solicitor being a mayor, under the Municipal Corporations Act, 1883. Sir ALBERT ROLLIT deserves the gratitude of the profession for his efforts to obtain the adoption by the House of Commons of his amendment to remove this obnoxious disqualification. We believe that there was a general feeling in the House in favour of the acceptance of the amendment, but, owing to the opposition of Lord RANDOLPH CHURCHILL and the front Opposition bench, it was defeated. It is not the first time that a strange prejudice against solicitors has been manifested in that quarter: the Land Transfer Bill would not have had even a chance of passing but for their support. We hope that the country law societies will do their best to bring influence to bear on the House of Lords both to prevent this unjust disqualification, and also to procure the amendment of clause 17 of the Local Government Bill, so as to allow the office of clerk of a district council to be held by persons other than assistant overseers.

MR. MOSSOP'S statement at the meeting of the Incorporated Law Society of the practical operation of R. S. C., ord. 16, r. 26, will, we fancy, make a good many of our readers open their

eyes. The rule provides that "where a person is admitted to sue or defend as a pauper, the court or a judge may, if necessary, assign a counsel or solicitor, or both, to assist him, and a counsel or solicitor so assigned shall not be at liberty to refuse his assistance unless he satisfies the court or judge that he has some good reason for refusing." According to Mr. Mossop, the interpretation given to this rule appears to be that any person who has been admitted to sue or defend as a pauper may walk into the office of any solicitor and demand that he shall conduct gratuitously his litigation, and that the unwillingness of the solicitor to do so, or even more urgent reasons, will be no "good reason for refusing" so as to prevent him from being assigned as solicitor to the very undesirable client. Rule 30 makes it the duty of the solicitor "to take care that no notice is served, or summons issued, or petition presented, without good cause," and if he is not careful in the discharge of this duty, he may be called upon, by motion, to shew why he should not personally pay any costs occasioned by his default (*Martinson* v. *Clowes*, 33 W. R. 555). On the other hand, if the solicitor neglects to take any step necessary for the interests of his pauper client, he may be liable to him in an action for negligence. The position of solicitor to a pauper client is, therefore, a peculiarly unenviable one, and we certainly agree with Mr. Mossop that the care of the litigation of this class of persons should be intrusted to the official solicitor. We do not remember to have heard of any case resembling in its circumstances that mentioned by Mr. Mossop, and we fancy that the good sense of the judges and officials of the court renders such an oppressive application of the rules somewhat rare; but, at all events, the matter should be investigated.

The decision of the Court of Appeal in *Monson* v. *Tussaud* is chiefly interesting on account of the course adopted by Lord Halsbury with reference to the decision of the full court in *Bonnard* v. *Perryman* (39 W. R. 435; 1891, 2 Ch. 269). It was there said, "We entirely approve of, and desire to adopt as our own, the language of Lord Esher, M.R., in *Coulson* v. *Coulson* (3 Times L. R. 846): 'To justify the court in granting an *interim* injunction it must come to a decision on the question of libel or no libel, before the jury have decided whether it was a libel or not. Therefore the jurisdiction was of a delicate nature. It ought only to be exercised in the clearest cases, where any jury would say that the matter complained of was libellous, and where, if the jury did not so find, the court would set aside the verdict as unreasonable.'" And subsequently it was said to be wiser to abstain from interference "in all but exceptional cases." Lord Halsbury disposes of the passage thus quoted with the remark that he is not helped "by a conjecture as to what a jury would do in a supposed case, and what a court of review would do if the jury did it," and he considered that he was sufficiently following *Bonnard* v. *Perryman* by insisting that there must be an exceptionally clear case of libel for the court to interfere by *interim* injunction. But this seems to bring back the very difficulty which *Bonnard* v. *Perryman* was intended to avoid. The court has power to grant an *interim* injunction in cases of libel, for no exception of such cases is contained in section 25 (8) of the Judicature Act, 1873, conferring the jurisdiction "in all cases in which it shall appear to the court to be just or convenient" that an order should be made. But the question of libel or no libel being pre-eminently for the jury, it was intended by *Bonnard* v. *Perryman* to prevent the jurisdiction from being exercised in cases where there could be any doubt as to what the verdict of the jury should be. Possibly the result was unduly to fetter the discretion of the court, and, according to Lord Halsbury, it is sufficient if the court thinks the case suitable for interference without reference to what a jury might do. The further evidence tending to shew that Monson had acquiesced in the exhibition of his effigy induced the court unanimously to reverse the judgment of the Divisional Court and refuse the injunction, and Lord Halsbury's view of *Bonnard* v. *Perryman* had no effect on the result, but it tends to unsettle the practice which that case has established.

It seems that a point to which we recently referred (*ante*, p. 177) had already been the subject of judicial decision at the time we wrote. On the 13th ult. the case of *Re Foulkes' Trust* (29 L. J. N. C. 62) came before Kekewich, J., upon the hearing of a petition by trustees under the Confirmation of Sales Act (25 & 26 Vict. c. 108) for liberty to sell the minerals under settled land apart from the surface. The petition, which was presented prior to the commencement of the Trustee Act, 1893, was intituled "In the matter of the estate and of the Confirmation of Sales Act." Counsel for the petitioners suggested to the court that, inasmuch as the last mentioned Act was repealed as from the 1st of January, 1894, the petition ought to be amended by intituling it in the matter of the Trustee Act, 1893, instead of the repealed Act. Kekewich, J., is reported to have given liberty to amend, as asked, expressing the opinion that it was right to strike out from the title all reference to a repealed statute. This is in accordance with what we suggested as being the proper course. The learned judge, however, is reported to have expressed the further view that it was not *necessary* to intitule the petition in the matter of the Trustee Act, 1893, his own opinion being that there was no necessity to insert in the title of a petition any particular Act under which an application to the court might be made. With very great deference to the learned judge, we think that there is no sufficient reason for interfering with a practice which has been long established, and is convenient. Having regard to the great number of statutes conferring special jurisdiction on the court, it must be an advantage that an order made under any such statute should shew on the face of it the authority upon which the court was asked to act. In this connection we may mention one point which was not present to our minds when we previously wrote, and which does not appear to have been called to the attention of the learned judge. Section 38 of the Interpretation Act, 1889 (52 & 53 Vict. c. 63), provides that where any Act passed after the commencement of that Act repeals any other enactment, then, unless the contrary intention appears, the repeal shall not (*inter alia*) affect any right, privilege, &c., acquired under any enactment so repealed, or affect any legal proceeding in respect of any such right, &c., and any such legal proceeding may be instituted, *continued*, or enforced as if the repealing Act had not been passed. Having regard to the language of the above section, it does not appear to us to be at all certain that amendment by striking out the title of the old Act is after all really *necessary*. But necessary or not, it is certainly convenient and desirable.

We really had hoped that the once burning question of the right of every witness to be sworn in Scotch form without the use of any book had been settled once for all by the issue of the Home Office circular of the 31st of May, 1893. That circular was quite clear in its terms, and it was the medium of conveying to the mind of every justice's clerk and every coroner the fact that the Oaths Act, 1888, gives "any person to whom an oath is administered" who "desires" to be sworn in Scotch form the absolute right to be so sworn "without further question." It appears, however, that Mr. Justice Day still disapproves of the practice of swearing English witnesses in Scotch form. He is reported in the *Lancaster Observer* to have spoken at the last Liverpool Assizes in terms of contempt of "these doctors and their theories," because several medical witnesses claimed to be sworn with uplifted hand in Scotch form. We do not, of course, question the learned judge's right to his opinion on any matter. If he thinks it ridiculous and contemptible to take an oath with uplifted hand in the words "I swear by Almighty God to speak the truth, the whole truth, and nothing but the truth," in preference to any other form, he is entitled to his opinion. But we confess that after all that has passed on this subject it does strike us as somewhat strange that a learned judge should speak disparagingly of a witness before him merely because he claims a right which the law expressly confers upon him, and which cannot possibly concern anyone but himself. If a Buddhist were to come as a witness before the learned judge and claim to be sworn by "the Three Holy Existences, Buddha, Dhamma, and Pro Sangha, together with the Devotees of the twenty-two Firmaments," or a Chinaman were to claim to be sworn by breaking a saucer and vowing that unless he speaks the truth

"his soul shall be broken as the saucer is broken," we are quite sure that Mr. Justice DAY would refrain from casting any slur on either witness because of the absurdity of the form of oath. And yet in neither of those cases is the form of oath established by statute law, beyond the general enactment (1 & 2 Vict. c. 105) making any ceremony legally binding which the witness declares to be binding on his conscience. It is therefore surprising to us that a slighting word should be spoken from the bench of a form of oath which is prescribed by statute, and the use of which is made by statute optional to any witness who desires to be so sworn. When we come to the reason of Mr. Justice DAY's disapproval there is still more cause for surprise. "These doctors," he is reported to have said, "tell you that people get germs into their system when they kiss the Book; germs indeed—as if they could get germs by kissing a New Testament." This is the first time we have ever heard it said that the sacred character of the contents of the New Testament carries with it into every reproduction all the powers of a medical disinfectant. The vista of possibilities which such a conjecture opens is too large for us to discuss. The fact remains that doctors generally prefer the Scotch form of oath, and that they or anyone else having that preference have an absolute right to be so sworn "without further question," any objection from whatever quarter notwithstanding.

THE CURRENT number of the *Law Quarterly Review* contains an interesting account by Mr. ARTHUR R. BUTTERWORTH, of Sydney, of the case of *City Bank* v. *Rowan*, which has recently been before the Supreme Court of New South Wales, and which raises a question similar to that decided in *Bank of England* v. *Vagliano* (39 W. R. 657; 1891, A. C. 107). In the English case it will be remembered a clerk in the employment of VAGLIANO forged bills purporting to be drawn by VUCINA in favour of PETRIDI & Co., fraudulently procured VAGLIANO'S genuine acceptance, and then obtained payment from the Bank of England by forging the indorsement of PETRIDI & Co. It was held by the House of Lords that PETRIDI & Co. were "fictitious" persons within the meaning of section 7 (3) of the Bills of Exchange Act, 1882, and that the bills, therefore, might be treated as payable to bearer. Lord HERSCHELL put this on the ground that, "whenever the name inserted as that of the payee is so inserted by way of pretence merely, without any intention that payment shall only be made in conformity therewith, the payee is a fictitious person within the meaning of the statute, whether the name be that of an existing person, or of one who has no existence." The Australian decision appears to apply this result to the case of a promissory note in which the maker is induced by fraud to insert the name of a real person as payee, the person who perpetrates the fraud, and obtains the note, having no intention that the payee shall have any rights under it. WILLIAM SHACKELL, by fraudulently representing to the defendants, ROWAN and another, that he had wool to sell for JAMES SHACKELL & Co., induced them to enter into a contract of sale, and to make out a promissory note for the price payable to JAMES SHACKELL & Co. An indorsement was forged, and the note was discounted by the City Bank. Some years before the making of the note JAMES SHACKELL had carried on business in Melbourne as JAMES SHACKELL & Co. He was still alive at the time of the making of the note, but had ceased to carry on business. The defendants apparently knew by reputation JAMES SHACKELL & Co., but they did not know of the cessation of the business carried on under that name. By section 89 of the Bills of Exchange Act it is enacted that the provisions of the Act relating to bills of exchange shall apply, with the necessary modifications, to promissory notes; and in applying those provisions the maker of a note is to be deemed to correspond with the acceptor of a bill. The Act was introduced, with slight differences, in New South Wales in 1887. The court held, on the authority of *Bank of England* v. *Vagliano*, that JAMES SHACKELL & Co. were fictitious payees, and that the note was payable to bearer. This might have been put on the ground that, at the time of the making of the note, no such firm was carrying on business; but, if so, it would not have been necessary to refer to *Vagliano's case*. As Mr. BUTTERWORTH points out, very difficult questions may arise when a bill of exchange or note is made payable to a person or firm whom all parties genuinely suppose to be in existence, but who has ceased to exist, by death or cessation of business, when the document is made. It would be a great hardship if in such a case it should become payable to bearer, and if the acceptor or maker, although there is no fraud at the beginning, should lose protection against a forged indorsement. The court, however, held that, even if JAMES SHACKELL & Co. were an existing firm, they were fictitious payees under the Act, on the ground that they were not intended to have any rights under the note. Probably this view, as Mr. BUTTERWORTH intimates, too readily places the drawer of the promissory note in the place of the acceptor of a bill of exchange. The bill of exchange comes to the acceptor already drawn, and if the name of the payee has been inserted by mere pretence, so that the payee is fictitious, this state of facts is not altered by the genuineness of the acceptance. But the drawer of the promissory note himself inserts the name of the payee, and if to him the name is genuine, and he intends payment to be made accordingly, it is not clear how it becomes fictitious because he is induced to draw the note by fraud.

IN THE CASE of *The Hercynia Copper Co.* (reported elsewhere) WRIGHT, J., had before him the well-known question of a director's liability to take qualification shares. He carried the law a step beyond the decision of the Court of Appeal in *Isaac's case* (40 W. R. 518; 1892, 2 Ch. 158). That case decided that when a person accepts the office of director of a company and acts as such director, an agreement will be implied between him and the company that he shall serve the company on the terms as to qualification and otherwise contained in the articles of association. It will be observed that the decision in *Isaac's case* did not go beyond determining that the person sought to be put on the list should accept the office and *act as* a director. The case before WRIGHT, J., decides that it is sufficient if you have only an agreement to act as a director, and that it is not necessary to act. In *Isaac's case* the director had acted as such for more than a year, and it was not, therefore, necessary for the Court of Appeal to go into the question of whether or not there had been an agreement to act. The article in that case, however, was worded so as to include the case of an agreement to act without acting in fact. The words are: "A first director may act before acquiring his qualification, but shall in any case acquire the same within one month from his appointment, and, unless he shall do so, he shall be deemed to have agreed to take the said shares from the company, and the same shall forthwith be allotted to him accordingly." The Court of Appeal commented on the form of the article, saying that the wording was new, and had succeeded in getting over the difficulties of previous cases—*e.g.*, *Re Wheal Buller Consols* (36 W. R. 723, 38 Ch. D. 42). The articles, the Court of Appeal said, shewed the terms of the implied contract which arose upon the director acting as such. It seems logically to follow from the case before the Court of Appeal that agreeing to act is as good as acting, but this was certainly an open question until the recent decision of WRIGHT, J., though some of the judges of the Court of Appeal had indicated their opinion that an agreement was enough.

IT APPEARS that the Extradition Treaty with Argentina was arranged so long ago as May, 1889, but was ratified at Buenos Ayres only on the 15th of December last. Under section 2 of the Extradition Act, 1870, the treaty must be followed by an Order in Council applying that Act to Argentina, and this order was made on the 29th ult., the 9th of February being fixed as the day for it to take effect. Among the crimes for which extradition is to be granted are fraud by a bailee, banker, agent, factor, trustee, director, member, or public officer of any company, punishable with imprisonment for not less than one year by any law for the time being in force, and also crimes against the bankruptcy law. There appears to be nothing in the treaty expressly making it retrospective, but the general condition for extradition is contained in Article XI., which provides that "the extradition shall take place only if the evidence be found sufficient, according to the laws of the State applied

to, to justify the committal of the prisoner for trial, in case the crime had been committed in the territory of the same State." In the absence of any restriction in the treaty, there seems no reason to doubt that it applies to crimes committed before it came into force.

CONSTRUCTIVE TRUSTS.

The judgments of the Court of Appeal in *Soar* v. *Ashwell* (42 W. R. 165) contain an important discussion of the distinction between express and constructive trusts, and of the operation upon the latter of the Statute of Limitations. It is necessary to distinguish in the first instance between trusts of real and personal property. Previously to the Real Property Limitation Act, 1833, the possession of the trustee was regarded as the possession of the *cestui que trust*, and the Court of Chancery did not act upon the analogy of the Statute of Limitations so as to allow length of time to operate in favour of the trustee (*Chalmers* v. *Bradley*, 1 Jac. & W., p. 67; *Hovenden* v. *Lord Annesley*, 2 Sch. & Lef., p. 633); but the rule applied only in cases of actual or direct trusts, and not in cases of trusts arising by implication or construction (*Townshend* v. *Townshend*, 1 Bro. Ch. C., p. 554). "It is certainly true," said GRANT, M.R., in *Beckford* v. *Wade* (17 Ves. p. 97), "that no time bars a direct trust as between *cestui que trust* and trustee; but, if it is meant to be asserted that a court of equity allows a man to make out a case of constructive trust at any distance of time after the facts and circumstances happened out of which it arises, I am not aware that there is any ground for a doctrine so fatal to the security of property as that would be."

With regard to real property this rule was affirmed both positively and negatively by the Real Property Limitation Act, section 24 providing that the statute should run against equitable claims in the same manner as against legal claims, and section 25 providing, by way of exception, that it should not run in cases where land was vested in a trustee upon an express trust. The result is that the statute bars constructive trusts, but does not bar express trusts, and hence it has been necessary to distinguish accurately between trusts of each class. The definition which has been accepted as authoritative is that of KINDERSLEY, V.C., in *Petre* v. *Petre* (1 Drew. 371), and he confined express trusts to trusts expressly declared by some written instrument, the trustee also being appointed under the instrument. "The effect is," he said, "that a person who is under some written instrument an express trustee, or who derives title under such a trustee, is precluded, how long soever he may have been in enjoyment of the property, from setting up the statute; and if a person has been in possession, not being a trustee under some instrument, but still being in under such circumstances that the court, on the principles of equity, would hold him a trustee, then the 25th section does not apply; and if the possession of such a constructive trustee is continued for more than [twelve] years, he may set up the statute against the party who, but for the lapse of time, would be the right owner." A trust, it has been observed, may also be expressly declared by parol (*Sands* v. *Thompson*, 22 Ch. D. 614), but not with regard to land.

Other definitions distinguishing express trusts under the statute from trusts implied, constructive, or resulting, are to be found in *Dickinson* v. *Teasdale* (1 De G. J. & S., p. 59) and *Sands* v. *Thompson* (*suprà*); but as to resulting trusts it is to be noticed that a trust, expressly created so far as relates to the trustee and the trust property, does not cease to be express because the actual *cestui que trust* is an heir or other person ascertained by the doctrine of resulting trusts upon the failure of other objects of the trust (*Salter* v. *Cavanagh*, 1 Dr. & W. 668; *Patrick* v. *Simpson*, 24 Q. B. D. 128). The essentials for an express trust under section 25 are that a trustee should be nominated and property expressly vested in him upon trust. In *Life Association of Scotland* v. *Siddall* (3 De G. F. & J. 58) it seems to have been contemplated that section 25 would apply to the case of a trustee *de son tort* of an express trust, but the claim there was for the recovery of money, not of land.

With regard to real property, then, there is very little room for doubt. The statute bars constructive trusts, and it does not bar express trusts, and the distinction between the two classes of trusts has been clearly drawn. Turning to personal property, we have the provision of section 25 (2) of the Judicature Act, 1873, that "no claim of a *cestui que trust* against his trustee for any property held upon an express trust, or in respect of any breach of such trust, shall be held to be barred by any statute of limitations," and this simply gives legislative sanction to the previous rule of equity; but there is nowhere to be found any statutory provision, corresponding to section 24 of the Real Property Limitation Act, 1833, that all equitable claims, arising otherwise than upon express trust, are to be barred by the lapse of six years or any other period. Hence, when time is allowed to bar a constructive trust, this is only by acting on the analogy of the statute, and the High Court may refuse to do so whenever by the rules of equity the trust is one which time ought not to bar. The case of *Soar* v. *Ashwell* (*suprà*) is important as containing an attempt to enumerate the instances of trusts merely constructive which are subject to this exception.

The facts were as follows. In 1876 JOHN ASHWELL was acting as solicitor to the trustees of the will of JOSEPH SOAR, and in that year he had in his hands the sum of £256, being the residue then remaining undistributed of the testator's estate. ASHWELL invested this sum, together with two other sums, amounting altogether to about £1,000, on a mortgage. In January, 1879, the mortgage was paid off, the money being received by ASHWELL. Out of the £256 the sum of £128 was then paid to the persons entitled. The subsisting trusts of the remaining £128 were for the plaintiff's father for life, and after his death for the plaintiff absolutely. Interest on this £128 was paid to the plaintiff's father by ASHWELL until his death in November, 1879, and after that by STARR, who had been ASHWELL's managing clerk, and who was authorized by the defendant, ASHWELL's sole executrix, to get in his debts and discharge his business obligations. In January, 1886, STARR had no further funds to make these payments, and they were discontinued. In July, 1886, the plaintiff's father died, and in 1888 the plaintiff, who in the meantime had been appointed a trustee of the will of JOSEPH SOAR on the death of one of the original trustees, became, by the death of the other, the sole trustee. In February, 1891, he brought an action against ASHWELL's executrix to recover the sum of £128, which had been retained by him. The Court of Appeal held that ASHWELL was to be treated as a trustee of the money, and that his executrix could not rely upon the Statute of Limitations.

That ASHWELL was, in some sense, a trustee was treated as beyond doubt, and the court was chiefly concerned with determining why, although he was not an express trustee, his estate should still be deprived of the benefit of the statute. It was admitted that constructive trusts are in general liable to be barred, but the authorities sanction certain exceptions to this rule. Lord ESHER mentioned two: where a person in a fiduciary relation obtains, by virtue of such relation, control of property, and where a person assists a trustee in a fraudulent disposition of the trust property. BOWEN, L.J., added the cases where a stranger to the trust makes himself trustee *de son tort*, and where a person receives trust property and deals with it in a manner inconsistent with trusts of which he is cognizant.

These cases seem to divide themselves most conveniently into two classes according as there is or is not an existing express trust. If there is an express trust, only a trustee duly appointed under the trust is bound as an express trustee, but other persons by interfering may render themselves liable as constructive trustees. They may assume to act as though they were properly constituted trustees (*Life Association of Scotland* v. *Siddall*, *suprà*); they may receive the trust moneys, knowing them to be such, and deal with them in a manner inconsistent with the trust (*Lee* v. *Sankey*, 21 W. R. 286, L. R. 15 Eq., p. 211); or they may actually participate in the fraudulent conduct of the trustee (*Barnes* v. *Addy*, 22 W. R. 505, L. R. 9 Ch., p. 251). In each of these cases they are, so far as claims to recover money or other personal property are concerned, and so far as they are not entitled to the benefit of the Trustee Act, 1888, s. 8, precluded from pleading the statute.

There is also the case where a person is in a fiduciary relation, and by virtue of such relation obtains the control of property.

An exhaustive statement of what constitutes a fiduciary relation it would be difficult to give. An agent is not necessarily in a fiduciary relation to his principal (*Burdick* v. *Garrick*, 18 W. R. 387, L. R. 5 Ch. 233), and a solicitor employed to receive money, and who ought to hand it over at once to his client, is not debarred from pleading the statute (*Re Hindmarsh*, 1 Dr. & Sm. 129). But it is otherwise where an agent receives money, "not for the purpose of being remitted when received to the principal, but for the purpose of being employed in a particular manner, in the purchase of land or stock, and which moneys the factor or agent is bound to keep totally distinct and separate from his own money; and in no way whatever to deal with or make use of them" (per Lord HATHERLEY, C., in *Burdick* v. *Garrick*, *supra*). And this principle has been recognized in subsequent cases where an agent, intrusted with the management of property, has been treated as in a fiduciary position (*Gray* v. *Bateman*, 21 W. R. 137; *Power* v. *Power*, 13 L. R. Ir. 281; *Dooby* v. *Watson*, 39 Ch. D. 178). *Soar* v. *Ashwell* seems to fall within each class of cases. ASHWELL received the trust money with notice of the trusts affecting it, and until he had discharged himself by handing it over to the trustees or other persons entitled, he was bound by the trusts. Moreover, since the trustees seem to have left him in the management of the trust property, he was in a fiduciary relation to them. He was, therefore, liable both to the *cestuis que trust* as a trustee, and to his clients, the trustees, as being a fiduciary agent. Since the plaintiff united in himself the characters of trustee and *cestui que trust* it became unnecessary to determine exactly upon which ground ASHWELL'S estate was made liable.

JURISDICTION AS TO COSTS.

II.

IN the preceding article (*ante*, p. 196) we arrived at two conclusions with respect to the effect of the Judicature Act, 1890—namely, (1) that a new jurisdiction was conferred, (2) that this new jurisdiction extends to "statutable" as well as to other proceedings.

We may now go further, and say that the practical result of the new Act as interpreted by recent decisions, and especially by the decision of the Court of Appeal in *Re Fisher* (*ante*, p. 199; affirming CHITTY, J., *ante*, p. 58; 1894, 1 Ch. 53), is that the Supreme Court has now complete jurisdiction over all costs in all proceedings within certain limitations.

The limitations to which the existing jurisdiction as to costs is now subject are as follows:—

(1) The Supreme Court of Judicature Acts.

(2) The rules of court made thereunder.

(3) The express provisions of any statute; and, lastly, what, at any rate in one case, is perhaps rather an exception to the jurisdiction than a limitation of its exercise:

(4) The existing practice in (*a*) any criminal cause or matter, (*b*) bankruptcy, (*c*) proceedings on the Crown side of the Queen's Bench Division.

The next question is, What is the full force of these limitations? Now, upon the construction of limitation (3), that is, as to the meaning of "the express provisions of any statute," a very important question arises which is not unlikely to be productive of some litigation, but as it is, in our opinion, to some extent governed by limitation (1), we propose to consider these two limitations together.

Shortly after the passing of the Judicature Acts, 1873 and 1875, the case of *Garnett* v. *Bradley* (1878, 26 W. R. 698, 3 App. Cas. 944) came before the House of Lords. The question which arose for decision was whether a certain statute (21 Jac. 1, c. 16) expressly restricting the power of the court over costs in slander cases, where less than forty shillings damages were recovered, was or was not repealed by the Judicature Acts and Rules.

The House of Lords held (*a*) that ord. 55, r. 1 (for which ord. 65, r. 1, was subsequently substituted), whereby costs were in the discretion of the court, was an enactment having the full force of a statute; (*b*) that by section 33 of the Judicature Act, 1875, all enactments inconsistent with that Act or the Judicature Act, 1873, were repealed; (*c*) that the statute 21 Jac. 1, c. 16, was inconsistent with ord. 55, r. 1, and was therefore repealed. The learned lords were, however, very much impressed by the argument that their decision might seem to extend to statutes having special provisions or restrictions as to costs, and were at some pains to point out that the statute 21 Jac. 1, c. 16 was a general enactment affecting all classes of her Majesty's subjects, and that they had no intention of impugning the rule that a "special" statute dealing with a particular class of persons and giving them special rights was not affected by a "general" enactment.

Such, at any rate, was the view of their decision taken by the Court of Appeal in *Hasker* v. *Wood* (1885, 33 W. R. 697, 54 L. J. Q. B. 419), where it was held by the Court of Appeal, as to double costs, that ord. 65, r. 1, has not repealed an express statutory provision giving costs to a particular individual as a matter of right, and this decision was followed by the Court of Appeal in *Reeve* v. *Gibson* (39 W. R. 420; 1891, 1 Q. B. 652), and, it is submitted, these cases are still good law.

The decision in *Garnett* v. *Bradley* may thus be shortly summed up in two propositions:—

(i.) All general enactments as to costs are repealed;

(ii.) Special statutes giving special costs in particular cases are not repealed.

How, if at all, are these propositions of law affected by the limitation in section 5 of the Judicature Act, 1890, "subject to the express provisions of *any* statute"? Has the Legislature overruled *Garnett* v. *Bradley*? Are all general enactments as to costs (including 21 Jac. 1, c. 16) reinstated?

Certainly the words of section 5 are very wide, and in terms apply to *any* statute. Why not, then, to a general statute? So far as slander cases go a return to the old law might even be desirable, as the object of the Legislature in wishing to check petty slander cases was certainly a wise one. On the other hand, great inconvenience would be caused if all the old general enactments as to costs were restored.

It is submitted that the following solution will reconcile *Garnett* v. *Bradley* with the Act of 1890. Section 5 is expressly made "subject to the Judicature Acts" (limitation (1)). Now *Garnett* v. *Bradley* decided that by section 33 of the Judicature Act, 1875, all inconsistent *general* enactments were repealed. Such enactments are, therefore, no longer in the Statute Book. It follows, therefore, that "any statute" can only refer to "any statute not already repealed by the Judicature Act, 1875"—*i.e.*, *special* statutes within the exception of *Garnett* v. *Bradley*.

The second limitation imposed by section 5 is "subject to the rules of court made thereunder." Apart from this express provision, it might have been urged that, as a portion of ord. 65, r. 1, is overriden by section 5, the concluding words of this section, "and the court or judge shall have full power to determine by whom and to what extent such costs are to be paid," had also removed all restrictions imposed by the rule. But it is obvious from the judgment of KAY, L.J., in *Re Fisher* that this is not so. It would seem, therefore, that the provisoes at the end of this rule are still in force. With regard, at any rate, to the proviso as to "good cause," no alteration seems to have been made in the law. In the two recent cases of *Forster* v. *Farquhar* (41 W. R. 425; 1893, 1 Q. B. 564) and *O'Connor* v. *Star Newspaper* (1893, 63 L. T. 146; 41 W. R. Dig. 174) the decisions were based on the footing of the old law, and the Judicature Act, 1890, was not cited.

With regard to the fourth limitation which is contained in section 4 of the Judicature Act, 1890, the only branch of it which has received judicial interpretation is as to "proceedings on the Crown side," but it may be assumed that if any limitations of jurisdiction as to costs exist in criminal or bankruptcy proceedings the same rule will prevail. In the case of *The London County Council* v. *West Ham* (40 W. R. 662; 1892, 2 Q. B. 173) the Court of Appeal held that by virtue of section 4 all existing limitations on the power of dealing with costs in proceedings on the Crown side remained, and that on an appeal from quarter sessions the court had no power to deal with costs, and this decision governs the practice as to costs in such proceedings. As we have already pointed out (*ante*, p. 197), the rule was held not to apply to a case of pro-

hibition in *Reg.* v. *Justices of London* (10 T. L. R. 189). This limitation, therefore, as to costs on the Crown side constitutes an important exception to the otherwise uniform jurisdiction over costs. This decision of *London County Council* v. *West Ham* seems to have attracted the attention of the Legislature, for by section 2 of the Judicature Bill, 1893 (printed in the Annual Practice, 1894, p. 154), we find that on appeal from quarter sessions the appellate court shall have "full power to determine how and by whom the costs of the proceedings in the appellate court and in the court of quarter sessions are to be borne." This provision, when it becomes law, will no doubt alter the rule established by *London County Council* v. *West Ham*, but it remains to be seen whether it meets all the consequences of that decision.

Subject, then, to these exceptions and limitations, the courts have jurisdiction over all costs, and besides the power of dealing with them an almost unlimited discretion as to by whom and to what extent such costs shall be paid.

Important as it is that every court should have power to deal with costs, it is not so clear that the mode of dealing with them should not be further limited and be the subject of appeal. The practically unlimited discretion possessed by every judge over costs is a tremendous weapon, and in the hands of even the most just judge may often unconsciously be abused. It is submitted that costs should follow the event in all cases where "good cause" to the contrary is not shewn, whereas, under the present system, where a case is tried without a jury, the judge is arbiter not only of issues of fact as well as of issues of law, but may, moreover, deal with the costs at his own caprice.

REVIEWS.

THE BRITISH JUDICIAL SYSTEM.

LE SYSTÈME JUDICIAIRE DE LA GRANDE BRETAGNE. Par le COMTE DE FRANQUEVILLE. DEUX TOMES. Paris: Rothschild. 1893.

This work is obviously the fruit, not only of much patient and conscientious research, but of personal investigation. The Comte de Franqueville has saturated his mind with Montesquieu, has mastered all the ancient and modern text-books, and has produced a treatise of considerable practical and very great speculative value. We have perused this work with care, and commend it heartily to our readers.

BOOKS RECEIVED.

The Debentures and Debenture Stock of Trading and other Companies. With Forms. By EDWARD MANSON, Barrister-at-Law. William Clowes & Sons (Limited).

The Local Government Annual, 1894. An Official Handbook. S. Edgecumbe-Rogers.

A Manual of the Practice of the Supreme Court of Judicature in the Queen's Bench and Chancery Divisions. Intended for the Use of Students and the Profession. Sixth Edition. By JOHN INDERMAUR, Solicitor. Stevens & Haynes.

CORRESPONDENCE.

CONCERNING THAT VERY SOLEMN WARNING.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In the *Law Journal* of the 27th ult. a letter appeared commenting in somewhat singular fashion upon an article from my pen, entitled "A Very Solemn Warning," in your columns on the 20th ult.

I am willing to admit that the letter in question (which is written by the author of an article which I had criticized) treats my observations with good humour; and I can assure the writer that I desire to deal with him in the same spirit. At the same time I must be permitted to say that remarks of a personal character do not tend to the saving of unnecessary friction in discussion—a truth which the writer has not sufficiently kept in mind. Had he done so, he would scarcely have thought it becoming to indulge in the rather stale device of treating the article in your columns as the immature work of a "youthful journalist." Apparently he thinks that your contributors should have their baptismal certificates ready at a moment's notice as proof of their qualification. His suggestion does not commend itself to me as being either very relevant or in very good taste. Its humour, if it have any, consists in the fact that, unfortunately, it lacks one essential characteristic of humour—the element of truth. For, alas! I am painfully conscious that I can lay no claim to the youthfulness with which the writer is pleased to credit me. However, he is welcome to his little joke: if it amuses him it does not hurt me.

My friend (if he will permit me to call him so, though, were I to follow his example, I ought rather to term him my aged friend) is evidently under the impression that he has dealt me a series of knock-down blows. He must, if he so pleases, attribute it to the buoyancy of youth that I refuse to acknowledge defeat, and, in the language of the ring, come up smiling. I regret to inform him that I am at once unrepentant and unconvinced.

To deal with his points *seriatim*:—

1. On the subject of service of an originating summons, my friend is good enough to offer me a little elementary instruction. Having had a tolerably long practical experience of that dreary subject, I venture to assure him that I do not need his help. In return for his kind offer, however, I will afford him a little information upon a subject into which apparently he has not dived very deeply. Let me remind him how matters stand between us. In his article he had stated that an originating summons under the old practice did not require "strict personal service." If his statement meant anything it meant this, that one feature of an originating summons differentiating it from other process was the fact that it did not require *strict* service. In answer I asserted that "strict proof of personal service" had always been required in the case of an originating summons. His reply simply refers to a passage in Daniell's Chancery Practice (1871), p. 1053, and to one in the Annual Practice, p. 259, and he airily dismisses the matter as if there were nothing more to be said. Now I think my friend's knowledge of his Annual Practice is probably in excess of his knowledge of Daniell. In this instance, at any rate, he has not pursued his researches into the earlier authority far enough, whilst the passage in the Annual Practice is in the circumstances not *ad rem*. *Strict* service of a bill in Chancery was effected, as prescribed by C. O. X., r. 1, either "personally, or by leaving the same with a servant of the defendant, or some member of his family, at his dwelling-house or usual place of abode." This mode of service was of great antiquity; for by section 5 of the Chancery Procedure Act, 1852, the method previously in force with respect to service of a subpœna to answer was expressly retained; and my "Sanders" tells me that the earlier practice was governed by an order dating back to they ear 1661. If my friend had carefully read the passage in Daniell on which he relies, he would have seen that it is stated in a footnote (p. 1054 (*n*)) that the analogy of service of a bill was in practice applied to the case of an originating summons. On the other hand at law, I believe (my friend objects to anything being stated as a fact), a writ always required personal service. In passing, I remark that my friend's phrase, "*strict* personal service," is one to be found in no rule or order, and is certainly not in common use. The Rules of the Supreme Court adopted the common law method in preference to the Chancery rule, so that now, by the combined effect of ord. 9, r. 2, and ord. 67, r. 5, an originating summons requires personal service. To refer to the passage in the Annual Practice as having any bearing upon the question under the old practice is simply to be guilty of an anachronism. One admission I will make. Instead of the words "strict proof of personal service" it would have been more absolutely correct to have said "proof of strict service." I was using the term "personal service" in the popular sense, as distinguishing it from substituted or other service, rather than in its strictly scientific or technical meaning. The admission will not help my friend's statement, or weaken my argument. For the fact remains that under the old practice *strict* service of an originating summons was required.

2. My friend must pardon me if I indulged in a little joke in consequence of his slip about the Judicature *Act*, 1883. My article was devoted entirely to exposing what appeared to me to be inaccuracies. I have yet to learn that an author's slip, or, if my friend prefers the term, a "clerical error," is a note of accuracy. Are the R. S. C., 1883, really known as the Judicature Rules, 1883?

3. Upon the question of form, the writer's ingenuity exceeds his candour. In the second paragraph of his article there occurs a passage in which he speaks of the first creation of the process by originating summons under various Acts of Parliament. This is followed by these words, "Such, for instance, was the administration summons under sections 45 and 47 of the Chancery Procedure Act, 1852, and the procedure under section 9 of the Vendor and Purchaser Act," &c. Then, in his eighth paragraph, he says: "The form of originating summons under the Rules of the Supreme Court differed from the old form of originating summons under statutes *above referred* to." I was at some pains to explain the distinction between an originating summons under the Chancery Procedure Act and one under other statutes, and pointed out that the form of summons under the former is in reality identical with that under R. S. C., 1883. The writer now confronts me with an article which recently appeared in your journal (p. 165), which goes fully into the question of the

forms of the several kinds of originating summons, and then quietly remarks: "This is exactly what is stated in paragraph 8 of my article." I leave your readers to judge between us. For myself, I have a very shrewd suspicion that when he wrote he had altogether lost sight of the forms under the Consolidated Orders, which, as I have shown, are essentially the foundation of the forms under the Rules of the Supreme Court.

4. I express my regret if I misapprehended my friend and understood him to refer to originating summonses generally, and not merely to those under the Rules of Supreme Court, when he spoke of that mode of procedure as being "the exclusive privilege of the Chancery Division." I accept his disclaimer, but the inference which was drawn does not seem unnatural, considering that the instance he selected as typical of a future application was one under the Vendor and Purchaser Act. That clearly must be considered as belonging to the class of summonses under statute.

5. This brings me to the last and principal point. I had inferred that the writer was expressing his own opinion when he used the expression that it was "reasonably clear" that ord. 54A extended the jurisdiction under the Vendor and Puchaser Act to all the Divisions of the High Court. He now says that he was illustrating what might happen to a practitioner in the Queen's Bench Division, and not expressing his own opinion. Accepting his statement, I can but marvel at his method. He professes to be writing for persons uninstructed in the subject of which he treats. He conjures up an imaginary practitioner making an imaginary application by virtue of an imaginary construction of a certain rule of court, although he himself is not prepared to say that such a construction is reasonable. Surely here is the very refinement of cruelty. Does he not see what a very pretty pitfall he may be preparing for his pupils? Now I venture to assure my friend that his time will be better spent than in carefully examining "the many difficult cases as to the effect of rules of court upon rules of law resting upon statutes." The question involved here is no "rule of law." My friend may think that I am speaking from the "impulsiveness of youth"; may call me "vehemently dogmatic," or make use of any other epithet in his none too extensive vocabulary. I am prepared, nevertheless, to adhere to all that I previously stated on this part of the subject; and I challenge him to shew that jurisdiction conferred by an unrepealed statute on one branch of the court exclusively, can, without statute, be extended to other branches. It is somewhat singular that a writer has recently expressed a view very similar to that which is suggested as likely to occur to the mind of the imaginary practitioner. In the current number of the *Law Quarterly Review* we read: "Possibly, also, questions of construction arising between vendors and purchasers will now be determinable by all divisions, and not by the Chancery Division alone: see Vendor and Purchaser Act, 1874, s. 9." If any words of mine can win either the author of the "Warning," or any of his readers who may be misled by his language, or the author of the article to which I have just referred, from so dangerous a heresy, I shall not have written in vain.

One word only on the main subject of my friend's article. It appears to me that he is quite unnecessarily mystified by the new rules. One change, and one change only (except, of course, the change in form), has been introduced by the R. S. C., November, 1893—so far as the originating summons is concerned—a power previously confined to one division has, by order 54A, been extended to all. Summonses under statutes remain precisely where they were. Two things I apprehend to be clear—(1) An originating summons under order 54A (if any such should ever be issued: at present I understand the order has not been resorted to) will in form be one "*inter partes*," as in the case of a summons under order 55. (2) Such a summons will be "an action," and will be subject to the same rules as to the time for appealing as one under order 55. The form of summons "not *inter partes*," which vexes the soul of my friend, has really nothing whatever to do with the matter. If he will only believe, what is the fact, that that is merely a new name for a very old thing, and, as has been pointed out by a recent writer in your columns, was prescribed to meet a pressing necessity, he may find some of his difficulties removed.

THE WRITER OF THE ARTICLE "A VERY SOLEMN WARNING."

APPLICATION UNDER ORDER 14 AGAINST MARRIED WOMEN.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Referring to the remarks under "Current Topics" hereon (p. 194), may I point out that "M.'s" letter and my reply were both confined to contracts entered into before the operation of the new Act on the 5th of December last.

In the case of *Atkins* v. *Bernstein*, quoted in those remarks but apparently unreported, the judge held that so long as the affidavit *proved* the separate free estate the mere allegation on the writ was immaterial, but this is certainly not making *Southern Counties Bank* v. *Farquhar* one of "a crop of moribund cases" which can be ignored in actions arising on contracts entered into prior to the operation of the new Act.

To abolish the necessity for proof of separate free estate in such cases (distinct from any formal allegation thereof on the writ) would, in effect, make the new Act retrospective as to one of its principal provisions.

T.

CASES OF THE WEEK.

Court of Appeal.

STROUD v. WANDSWORTH DISTRICT BOARD OF WORKS—No. 2, 29th January.

METROPOLIS MANAGEMENT AMENDMENT ACT, 1890 (53 & 54 VICT. c. 66), s. 3—REPAIR OF CARRIAGE ROAD—NECESSARY WORKS OF REPAIR—EXPENSES—APPORTIONMENT AND RECOVERY—NECESSITY OF THE WORKS—LOCAL AUTHORITY TO DECIDE.

Appeal from the judgment of a Divisional Court (Charles and Wright, JJ.), dated the 10th of November, 1893 (reported 1894, 1 Q. B. 64, and *ante*, p. 43). The appellant, Mr. Stroud, was the owner of a house and land abutting upon Avenue-road, Wandsworth. The respondents were the Board of Works for the Wandsworth District, and they had in pursuance of a resolution passed by the board on the 23rd of March, 1892, and of their powers under section 3 of the Metropolis Management Amendment Act, 1890, caused certain works of repair, which were deemed by them to be necessary, to be executed by their surveyor upon Avenue-road, which is within their district, and which had at the time of the works been used for more than six months for public traffic and had not become repairable by them. By an order subsequently made by the board the sum of £26 0s. 9d. was apportioned upon the appellant in respect of such works. Section 3 of the Act provides that, "any vestry or district board may from time to time execute any necessary works of repair upon any or any part of any carriage road within their parish or district which shall have been used for not less than six months for public traffic, and which may not at the time of such repair have become repairable by them," &c. And the section goes on to provide, *inter alia*, for the apportionment upon and recovery of the expenses of the works from the owners of houses and lands abounding or abutting on such roads in the same manner as if they were the expenses of paving a new street under the provisions of the Metropolis Management Act relative thereto. The appellant refused to pay the amount apportioned on him, and the board thereupon proceeded against him before a metropolitan police magistrate to recover the same. The appellant contended before the magistrate that the question, whether any of the works of repair were "necessary," was a question to be decided by the magistrate, and that the works in respect of which the apportionment had been made upon him were, in fact, not necessary. The magistrate, however, held that he had no jurisdiction to decide whether the works of repair were necessary or not, but that that question was for the board to determine, and he ordered the appellant to pay the amount claimed, but stated a case for the opinion of the court. The Divisional Court decided against the appellant, although not without some hesitation, and more especially on the part of Wright, J., and held that the Legislature had constituted the local authority the sole judge of the necessity of the repairs. They therefore gave judgment for the respondents, but gave leave to appeal. Mr. Stroud appealed. On his behalf it was contended that if the board had absolute power to decide as to the necessity for repairs it would work injustice to the owners of land, inasmuch as the board could do the repairs without any notice to such owners, and *The Queen* v. *Marsham* (40 W. R. 84; 1892, 1 Q. B. 371) was relied on. For the respondents it was contended that the Act would become unworkable unless the word "necessary" meant "necessary in the opinion of the local body."

THE COURT (LINDLEY, KAY, and A. L. SMITH, L.JJ.) dismissed the appeal.

LINDLEY, L.J., said the case raised a question of some little difficulty, which was, to put it shortly, Who was to be the judge of the necessity of the repairs under section 3 of the Act? He thought the solution of the difficulty was to be found in considering the object of the section. It was, in substance, an addition to a group of sections in the Metropolis Management Acts of 1855 and 1862, relating to the paving of streets. Under those Acts there was power to pave streets, but there was no power to repair roads which had not yet become repairable by the local authority, but it was clear, and it was said in so many words in those Acts, that the local authority was to be the judge of the necessity for paving. The true construction of section 3 was, his lordship thought, that the same persons were to be the judges of the necessity for repairs as were the judges of the necessity for the works referred to in the former Acts. He saw no reason for coming to the conclusion that Parliament intended two different tribunals to be judges of similar necessities. It was urged that by the change in language Parliament had shown such an intention, and reference had been made to the curious fact that in another Act (the Metropolis Management Act, 1862, Amendment Act, 1890 (53 & 54 Vict. c. 54)), passed on the very same day and in the same year, which dealt with similar matters, express words were used shewing that the local authority was to be the judge of the necessity. The real history of the difference in language was that 53 & 54 Vict. c. 54, s. 1, repealed section 78 of the Act of 1862 and re-enacted that section with an addition, whereas section 3 of the Act in question was an entirely new section intended to be worked into the paving sections. It was said that the view of the Divisional

Court was contrary to the decision of the Court of Appeal in *The Queen* v. *Marsham*, which related to paving expenses. His lordship did not so consider it. In that case the court decided that in order to recover the expenses the local authority must prove that they were paving expenses and were actually incurred, but that they were judges of the propriety of the expenditure. It was quite consistent with that case that the board under section 3 of the Act in question were not judges of what were repairs although they were the sole judges of the necessity of the repairs, and if the court were to decide otherwise they would be putting on this Act a construction which would lead to the wildest confusion.

KAY, L.J., in concurring, also said he thought the question was one of considerable difficulty, but that the appeal seemed to him to be an attempt to carry the decision in *The Queen* v. *Marsham* very much beyond what the learned judges in that case stated to be the limit of their decision. The effect of that case was that in order to recover an apportioned part of paving expenses from the adjoining owners of property, the local authority must shew that the paving had been done, and that the expenses were expenses of paving, but that it was not necessary for them to go further and shew that the expenses were proper. That meant that the local board were the body, and had complete discretion vested in them to judge as to the propriety of the expenses. In the present case the board must shew that the repairs had been done, and that the expenses were expenses of repair; but having done that, it seemed to his lordship that the decision in *The Queen* v. *Marsham* was satisfied. It was not the necessary corollary from that case to hold that the necessity of the repairs was also a matter for the decision of the magistrate who was asked to enforce payment of the apportioned part of the expenses. *Primâ facie* a public authority such as a district board must have some discretion vested in them, and his lordship thought that the word "necessary" in the Act of Parliament, although unaccompanied by the words "which they may think," or "which shall appear to be," must be fairly construed as meaning "necessary" in the opinion of the local board who were to do the work and pay for it in the first instance, and then apportion the expenses and recover them. A. L. SMITH, L.J., concurred.—COUNSEL, *Jelf*, Q.C., and *Mattinson*; *Channell*, Q.C., and *J. C. Earle*. SOLICITORS, *Rexworthy & Stroud*; *W. W. Young & Son*.

[Reported by W. A. G. WOODS, Barrister-at-Law.]

HERSEY *v.* **YOUNG**—No. 2, 31st January.

PRACTICE—INJUNCTION—LEAVE TO SERVE WRIT ABROAD—LEAVE TO SERVE NOTICE OF MOTION WITH WRIT—JURISDICTION.

Appeal from a decision of North, J. The action was for an injunction to restrain the defendant Young from parting with certain stocks, shares, and other securities in which the plaintiff claimed to be interested. There were other defendants to the action against whom an injunction was claimed restraining them from parting with any of such stocks, funds, or securities held by them upon trust for Young. Leave had been obtained from North, J., to serve Young with the writ abroad, but his lordship was of opinion that he had no jurisdiction to give leave to serve notice of motion with the writ. Counsel now moved the Court of Appeal for leave to serve notice of motion with the writ, and referred to *Re Bullen-Smith*, *Berners* v. *Bullen-Smith* (57 L. T. 924).

THE COURT (LINDLEY, KAY, and A. L. SMITH, L.JJ.) gave the leave asked, saying it might be taken for what it was worth, but the court did not guarantee it.—COUNSEL, *Eustace Smith*. SOLICITOR, *E. G. Elwes*.

[Reported by ARTHUR LAWRENCE, Barrister-at-Law.]

High Court—Chancery Division.

CHARLESWORTH *v.* **THE OLD SILKSTONE AND DODWORTH COAL AND IRON CO. AND MURGATROYD; MURGATROYD** *v.* **THE OLD SILKSTONE AND DODWORTH COAL AND IRON CO. AND OTHERS.**—Chitty, J., 26th January.

SPECIFIC PERFORMANCE—AGREEMENT FOR LEASE—PURCHASER IN POSSESSION—MINE.

This was a motion on behalf of the plaintiffs in the first of the above actions, the action being for specific performance by the defendant company of an agreement of the 5th of April, 1892, to take a lease of a colliery from the plaintiffs. At the time of the contract the defendant company were in possession and working the colliery as underlessees, their lessors holding leases from the said plaintiffs with but a short time to run. They were a lease of March, 1874, expiring at the end of 1893, and another of October, 1883, expiring in May, 1893. The substance of the agreement was that the company were to have a lease of the colliery for fifteen years from the 3rd of May, 1892, at certain annual rents, the minimum rent being £1,200, and on certain payments being made the original lessees were to be released from their obligations to the lessors. The company were to possess all rights and to undertake all obligations under the then existing leases from the date of such release. The agreement was not to apply to the common coal included in the lease of 1874, which was to be adopted by the company until further agreement, and the company was thus liable to the further payment of the minimum annual rent of £500 payable thereunder. The original lessees were released from their obligations under their leases on the 28th of May, 1892. The company's property and interest under the contract were subject to an equitable charge thereon created by debentures. In March, 1893, the company ceased working. On the 9th of June, 1893, an order was made in the second of the above actions appointing one Hartley receiver of the company's property comprised in or subject to the security created by the debentures. On the 21st of June, 1893, the company went into voluntary liquidation, when Hartley was also appointed voluntary liquidator. Working was partially resumed by him in November, 1893. No lease of the colliery had been granted. The main object of this application was to recover payment of more than £1,500 due to the plaintiff vendors for rent since the date of the contract, including the minimum rents for common coal for a whole year and for other coal for a half year; but the notice of motion extended to delivery up of possession of the colliery and leave to distrain. It was resisted on the ground of a right to recoupment of large sums paid to the said plaintiffs by the defendant company in respect of ungotten coal. The cases referred to in argument were *Lewis* v. *James* (34 W. R. 619, 32 Ch. D. 326); *Buck* v. *Lodge* (18 Ves. 450); *Bonner* v. *Johnston* (1 Mer. 366); *Clark* v. *Elliott* (1 Mad. 606); *Pryse* v. *Cambrian Railway Co.* (15 W. R. 604, L. R. 2 Ch. 444).

CHITTY, J., said that the defendant company were in possession in virtue of an independent title when the agreement was entered into. The agreement then contemplated the continuance of the company in possession after the cesser of their right to possession under their leases. The agreement was in effect for a sale of part of the inheritance as gotten, and the rent was equivalent to instalments of purchase-money. It was said for the defendant company that they had actually paid for dead-rent and royalty for coal which they would be justified in getting without more rent some £10,000. The motion was based on the ordinary rules between vendor and purchaser, the common order in such cases being to pay the money into court for security or give up possession. This did not end the contract however where it contemplated possession by the purchaser and purchase-money payable by instalments. Where the possession was in conformity with the agreement it was a different case. As against a purchaser in possession and committing waste the vendor had a right to have his property protected by such an order as he had mentioned. *Primâ facie* the plaintiffs here were right in saying that, though working by the company was contemplated before the lease, yet the possession under the contract was to be upon the terms of paying rent as if the lease had been granted. There was an offer on behalf of the liquidator and debenture-holders to pay future rent in advance so that there would be no destruction of the inheritance without due payment of the instalment of rent, and all rent due in respect of the liquidator's own working; but the plaintiffs insisted on their rights. His lordship thought that the vendors' *primâ facie* right to insist on payment of accrued purchase-money was not displaced. The matter really stood on the common rule, and, though the purchaser was entitled to possession under the contract he was only so entitled according to the contract. His lordship could not consider the possession of the debenture-holders, who had only a charge on such equitable interest as the company had under the contract. The offer made had an air of reasonableness, but was not on any principle, and effect must be given to the vendors' rights. There would be an order for delivery up of possession, unless the money was paid, as to £500 in a week, and as to the balance in three months.—COUNSEL, *Farwell*, Q.C., and *MacSwinney*; *O. L. Clare*. SOLICITORS, *Prior, Church, & Adams*, for *Bury & Walker*, Barnsley; *Grundy, Kershaw, & Co.*

[Reported by J. F. WALEY, Barrister-at-Law.]

KAVANAGH *v.* **DALLASTON**—Chitty, J., 26th January.

RESTRAINT OF TRADE—COVENANT—VALIDITY—REASONABLENESS.

This was a motion on behalf of the plaintiffs, a limited company of the above name carrying on the trade of boot and shoe makers, and having numerous shops in London and provincial towns, to enforce a covenant entered into by the defendant, a former servant of the company, by which he bound himself not to carry on a boot and shoe business within two miles of any of the plaintiff company's shops during a period of three years from the time of his leaving the company's service. The defendant left their service and shortly afterwards set up a boot and shoe shop within the forbidden distance of—it was alleged, in fact, next door—to a shop of the plaintiffs. It was submitted for him that the covenant was unreasonable, and therefore void, as being in restraint of trade, and the covenant in *Mallan* v. *May* (11 M. & W. 653) was referred to.

CHITTY, J., was unable to accede to the arguments in support of this view. It was said that it was in the company's power, by opening a shop in any place, to drive the covenantor away from there, but his lordship held that the covenant only applied to the shops open during the time of the covenantor's employment by the company. His lordship also thought that on the company shutting up a shop anywhere the defendant was free to open a shop there. The argument for the defendant, as was common in such cases, first put an unreasonably wide construction on the covenant, and then asked the court to hold that the covenant was unreasonable. The covenant here was not an undue restraint of trade.—COUNSEL, *Freeman*; *Douglas*. SOLICITORS, *F. & T. Smith & Son*, for *Pope, Marshall, & Potter*, Colchester; *Stringer*.

[Reported by J. F. WALEY, Barrister-at-Law.]

Re **G. HEAD, HEAD** *v.* **HEAD (TESTER'S CASE)**—Chitty, J., 30th January.

PARTNERSHIP—NOVATION—BANKERS—DEPOSIT NOTE—LIABILITY OF DECEASED PARTNER'S ESTATE.

This was an application in the administration of the estate of George Head, deceased, formerly a partner in the Edenbridge Bank, to render such estate liable on a deposit note of the bank for £500. George Head died on the 10th of December, 1890, and the note was issued on the 24th of December, 1890. The money in respect of which the deposit note was given was money transferred from the claimant's banking account to deposit account. Interest was payable on the deposit at 3½ per cent. per annum, and the money was payable on twenty-one days' notice.

CHITTY, J., distinguishing *Re G. Head, Head* v. *Head* (42 W. R. 65; 1893, 3 Ch. 426), held that the character of the bank's debt was altered, and there was a novation, and the claim must be disallowed.—COUNSEL, *Eve; R. F. Norton.* SOLICITORS, *Hastie; Clarke & Calkin.*

[Reported by J. F. WALEY, Barrister-at-Law.]

COATS (LIM.) v. CHADWICK (LIM.)—Chitty, J., 23rd and 27th January.

CONTEMPT OF COURT—ACTION PENDING—PUBLICATION OF AN EX PARTE STATEMENT OF PLAINTIFFS' CASE—INJUNCTION.

Motion by defendants to restrain plaintiffs from issuing the circular below mentioned, or any other circular intended or calculated to prejudice or impede the fair trial of the action, or in the alternative that a writ of sequestration might be issued against the plaintiffs for contempt. The plaintiffs, who were cotton manufacturers, had commenced an action for an injunction to restrain the defendants, who carried on the same business, from representing, by means of wrappers, labels, tickets, or otherwise, that the goods sold by them were the goods of the plaintiffs, and concurrently with their writ they issued the following circular to the trade:—

"DEAR SIR,—We regret to have to draw your attention to the fact that Messrs. James Chadwick & Brother (Limited) have recently attempted to injure our trade by adopting a blue label for 400 yards six-cord which so closely resembles ours as to produce the result of their goods being passed off as ours, nor can there be any doubt that this is intended, as Messrs. Chadwick have previously, and for a number of years, sold their 400 yards six-cord with a label of their own which in no way resembles ours.

"Being apparently unsuccessful in selling this class of goods with their own label, they have now adopted the device of imitating ours, in order more readily to find purchasers for their thread.

"We are determined to use every means in our power to put a stop to unfair competition of this sort, and have, therefore, commenced proceedings against Messrs. Chadwick. We have also been compelled to take proceedings against retail dealers selling goods manufactured by Messrs. Chadwick and bearing the blue label which is an imitation of ours.

"We think it right to warn the trade in general of the course we are pursuing, and for your information we beg to give you at foot an extract from a recent judgment given in the Chancery Division of the High Court of Justice.—Yours truly, J. & P. COATS (LIMITED).

"(EXTRACT FROM JUDGMENT.)

"All I can say in conclusion as to these labels is this, that, though the defendant may, if he pleases, use such labels or wrappers as are to his liking, he must take very good care that in doing it he does not adapt any which may have the effect or be calculated to produce the result of passing off his goods as those of the plaintiff."

Counsel for the defendants stated that they were not seeking to restrain a libel, but based their motion on the third sort of contempt mentioned by Lord Hardwicke in *Roach* v. *Hall* (2 Atk. 469), viz., "prejudicing mankind against persons before the cause is heard." See also *Kitcat* v. *Sharp* (31 W. R. 227). Counsel for the plaintiffs stated that they could justify the libel, and that to publish true statements could not be contempt of court.

CHITTY, J., said the defendants' motion was founded on an alleged contempt. It was competent for the court, where a contempt was threatened or had been committed, to take the more lenient course of granting an injunction in preference to making an order for committal or sequestration: *Plimpton* v. *Spiller* (25 W. R. 152, 4 Ch. D. 286). The circular complained of was dated the same day as the writ in the action, and was signed by the plaintiffs. It had been widely distributed by the plaintiffs among retail dealers in the sewing cotton trade and others. The special ground of complaint was that the class of persons to whom the circular was addressed was the very class to whom the defendants would have to look for evidence in support of their defence, and that it was calculated to create a bias against the defendants in the minds of those who received it, and to deter them from coming forward as witnesses for the defendants. It appeared to his lordship that it was calculated to prejudice the defendants in their defence, and that it thus fell under the well-established head of contempt by interference with the course of justice. It was a strong, one-sided statement by one of the parties to the action on the merits of the case pending before the court. It unhesitatingly imputed fraud and dishonesty to the defendants. It charged them, not merely with imitating the plaintiff's goods, but with the deliberate intention of imitating. The fact that Messrs. Coats held a high position in the trade, being, as their counsel stated, at the very head of the trade, gave additional force to these statements, and rendered it the more probable that the traders, and particularly the smaller retail traders, would be thereby affected adversely to the defendants. The plaintiffs' counsel not only admitted, but boldly asserted, and made it part of their argument, that the circular was libellous, and that they could justify the libel, and they referred to some of the evidence, which apparently had been adduced for the purpose of sustaining the justification. But the evidence and the argument founded on it were irrelevant on this motion. Interference with the course of justice by the publication of *ex parte* statements by a party to an action was not the less a contempt of court because the statements were libellous, or because the party was prepared to justify the libel, or because the libel dealt with the merits of the action. The considerations applicable to the granting or refusing an injunction on interlocutory motion had no application in the present case. On such a motion as the present the court declined to go into the merits of the action. The circumstance that the moving parties pressed for the less severe remedy by injunction rather than the more stringent remedy by committal or sequestration made no difference. His lordship granted the injunction as asked, adding that he should not have intervened if the circular had amounted to a mere warning to the trade against infringement or imitation. The plaintiffs were at liberty to warn the trade as much as they liked, notwithstanding the pendency of the action, but they were bound to refrain during its pendency from public discussion on the merits or demerits of the case. The defendants were entitled to an injunction restraining the plaintiffs from issuing the circular complained of or any similar circular, costs to follow the event.—COUNSEL, *Sir Richard Webster*, Q.C., *Bousfield*, Q.C., *John Cutler*, and *Sebastian*; *Sir E. Clarke*, Q.C., *Moulton*, Q.C., *Bramwell Davies*, and *Winslow*. SOLICITORS, *Bush & Mellor*, for *Cunliffes & Grey*, Manchester; *Linklaters*.

[Reported by G. ROWLAND ALSTON, Barrister-at-Law.]

SMALL v. NATIONAL PROVINCIAL BANK OF ENGLAND—Stirling, J., 27th January.

BILL OF SALE—MORTGAGE OF LAND—EXPRESS ASSIGNMENT OF FIXED TRADE MACHINERY—POWER OF SALE—BILLS OF SALE ACT, 1878 (41 & 42 VICT. c. 31), ss. 3, 4, 5, 7.

The plaintiff in this action was the trustee of an indenture, dated the 5th of December, 1893, which was duly registered under the Deeds of Arrangement Act, 1887, whereby all the property of Mr. A. Stevenson, of the Seller-street Works, Chester, millwright and engineer, was assigned to the plaintiff. The defendants were mortgagees under a deed dated the 9th of March, 1892, by which Stevenson, as beneficial owner, granted and assigned to them all the freehold and leasehold hereditaments belonging to him, together with all and singular the fixed and movable plant, machinery, fixtures, implements, and utensils then or thereafter fixed or placed upon or about the said works. This deed, which was not registered as a bill of sale, contained a covenant by the mortgagor to keep the building insured, and also the plant and machinery, and it further stated the conditions under which the statutory power of sale was to be exercised. The defendants had given instructions for the sale of certain machinery, engines, boilers, lathes, and grooving machines upon or in connection with the Seller-street works. The plaintiff claimed a declaration that the said trade machinery (except the fixed power machinery and the fixed appurtenances thereof attached to the freehold of the said works, and also the pipes for steam, water, and gas similarly attached) were vested in him upon the trusts of the said indenture of the 5th of December, 1893, and he now moved for an injunction to restrain the defendants from selling or offering for sale, dealing with, or otherwise disposing of as their own the said trade machinery, and for a declaration that the same belonged to him as such trustee as aforesaid. It was contended on his behalf that the mortgage deed operated as a bill of sale in regard to the fixed machinery, and that as it was not registered in accordance with the provisions of the Bills of Sale Act, 1878, the mortgagees had no right to such machinery. For the defendants it was submitted that the reference to the fixtures in the mortgage deed was nothing more than the insertion of a portion of the words which would be introduced into the deed by force of section 6 of the Conveyancing Act, 1881, and that the fixed plant would have passed to the mortgagees if there had been no such words in the deed. They relied on *Re Burdett, Ex parte Byrne* (36 W. R. 345, 20 Q. B. D. 310) and *Re Yates, Batchelder* v. *Yates* (36 W. R. 563, 38 Ch. D. 112).

STIRLING, J., said it had been decided by the Court of Appeal, in *Re Burdett, Ex parte Byrne*, that the mere fact that the bill of sale included property which it ought not to include did not, having regard to the Bills of Sale Act, 1878, make the bill of sale void *in toto*. It was also decided in *Re Yates* that where there was a simple conveyance of land with a power of sale, such conveyance was not a bill of sale within the meaning of the Act of 1878. In his judgment in that case Lindley, L.J., said: "The question we have to decide is this, whether a mortgagee of a mill, under a mortgage framed as this is, can seize, sever, and sell, apart from the land or mill, the trade machinery on it. If he can, then it strikes me that, as regards trade machinery, it would be impossible to avoid the conclusion that this is a bill of sale and void, because it is not registered. . . . For the purposes of the Bills of Sale Act it is necessary to ascertain the character of the instrument as a conveyance or assignment. Can anybody, with any regard to accuracy of language, say that a mortgage of land in fee simple is an assurance of personal chattels? It is impossible. . . . The trade machinery passes as a portion of the land, not as personal chattels, and if you look at this conveyance you cannot find from first to last anything about personal chattels. . . . It is a mortgage of land, nothing more, nothing less." In the present case there was not merely a conveyance of land or of land and fixtures, but of land "together with all and singular the fixed and movable plant, machinery, fixtures, implements, and utensils." In this deed, differing from the deed which was the subject of construction in *Re Yates*, personal chattels were conveyed and assigned *qua* chattels, and not as incident to the land. He could not agree with the contention that the reference to the fixtures in the deed was so much surplusage, for not merely were the fixtures mentioned, but they were grouped along with the movable plant, and it seemed to his lordship that the intention of the parties was to confer on the grantees under the deed the right to have the fixed plant in addition to any right they would have simply as grantees of the land. His view was somewhat confirmed by the words of the covenant for insurance by the mortgagor, not only of the building, but also of the separately stated plant and machinery. That being, in his lordship's opinion, the true construction of the deed in question, it fell within the first portion of Lindley, L.J.'s judgment, namely, that it enabled the mortgagees to seize, sever, and sell, apart from the land, the fixed trade machinery, and was consequently to be regarded as a bill of sale which was void as not being

registered. Under the circumstances, therefore, his lordship thought *Re Yates* did not apply, and that the mortgagees could not sell the trade machinery apart from or even with the land, and he accordingly granted the injunction that was asked for.—COUNSEL, *Hastings*, Q.C., and *Broomfield; Buckley*, Q.C., and *E. Beaumont*. SOLICITORS, *E. A. Fuller*, for *E. Brassey*, Chester; *Wilde, Berger, & Moore*.

[Reported by W. A. G. WOODS, Barrister-at-Law.]

TUCKER *v.* **TUCKER**—Romer, J., 27th January.

FIRM—TRUSTEES—LOAN ON DEPOSIT TO FIRM—ALTERATION IN PERSONNEL OF FIRM—LIABILITY FOR NOT CALLING IN LOAN—NOVATION OF DEBT.

Stephen Tucker, by his will, as to the proceeds of certain policy moneys, directed his trustees "to invest the money, . . . either by placing the same on deposit in the hands of the firm of Baker Tucker & Co., silk warehousemen, should they be willing to receive it at interest"; but, if not, then to invest as therein mentioned. The trustees placed on deposit £8,633 with the firm, which consisted, at the testator's death, of Henry Tucker and the defendant William Tucker. H. Tucker died in 1875, whereupon William Tucker admitted Henry Emilius Tucker and the defendant Stephen Baker Tucker as partners. H. E. Tucker left the firm in 1878, and Arthur John Tucker was admitted. The loan was never called in after any of these changes, and in 1881 the trustees retired, appointing a member of the then firm (the defendant Stephen Baker Tucker) and one C. Cannon as trustees. The firm was subsequently converted into a limited company under the Companies Acts, and 8,633 preference shares issued to the defendant S. B. Tucker, as representing the testator's funds so lent. These shares were said to be valueless. S. B. Tucker and A. J. Tucker agreed at the same time with William Tucker to indemnify him against any claim on account of the £8,633. This action was brought by the beneficiaries of the will alleging breach of trust by leaving the moneys with the firm after the changes in its *personnel*, and that W. Tucker had never ceased to be liable for the amount, and was, in fact, a constructive trustee of the sum.

ROMER, J. [after dealing with a point which does not call for a report, proceeded:—] I cannot bring myself, on the terms of the will of the testator Stephen Tucker, to hold that the trustees were authorized to lend the money in question to any firm but that which, at the date of the will and of the testator's death, carried on business under the name of Baker Tucker & Co. I do not think he contemplated or authorized the lending of the money to any persons (not being members of the last-named firm) who might, as purchasers or otherwise, be for the time being carrying on business under the same name. I think the testator authorized the lending of the money only to the firm of Baker, Tucker, & Co. as constituted at the date of his death, and the continuance of the loan as a "deposit" with that firm so long as it existed, and no longer. There is nothing in this will which points to a continuance of the "deposit" after any member of the firm may have died or retired. *Primâ facie*, a testator who authorizes a loan by his will to a firm does so because he has faith in and places reliance on the members of that firm as constituted at his death; and in this case it is to be observed that the testator was during his lifetime connected with the business then carried on by William and Henry Tucker, and that in his will he speaks of the money being placed "in the hands" of the firm should "they" be willing to receive it. This being so, I am of opinion that when the firm existing at the testator's death became dissolved by the death of Henry Tucker, it was the duty of the then trustees and of the subsequent trustees to have got the money in, and that they committed a breach of trust by not doing so, for which they are responsible, if any loss has resulted therefrom, to the extent of such loss so far as necessary to make good the plaintiff's interest in the money, and subject, as to the plaintiff Mary Tucker, to the operation of section 8 of the Trustee Act, 1888, and so I declare.—COUNSEL, *Chadwyck Healey* and *Bayly Heath; Neville*, Q.C., *P. S. Stokes, Haldane*, Q.C., *G. F. Hart, Oswald*, Q.C., *Fooks*, and *A. & B. Terrell*. SOLICITORS, *Tweedie & Rodyk; Tufnell, Southgate, & Co.; Kennedy, Hughes, & Kennedy; Hughes & Sons; T. Allingham*.

[Reported by J. W. GREIG, Barrister-at-Law.]

Winding-up Cases.

Re **THE HERCYNIA COPPER CO. (LIM.)**—Wright, J., 24th January.

COMPANY—WINDING UP—CONTRIBUTORY—DIRECTOR'S QUALIFICATION—AGREEMENT TO ACT AS DIRECTOR—IMPLIED CONTRACT TO TAKE SHARES.

This was an application by Arthur Richardson, whose name had been placed on the list of contributories of the above-named company, for an order that his name should be excluded from the list of contributories of the above-named company, which was in the course of winding up. The company was incorporated on the 21st of July, 1891. The applicant was named as one of the first directors of the company by the articles of association (article 80). A prospectus of the company was issued with the applicant's name thereon as one of the first directors, and a copy was signed by him. It also appeared that he signed a print of the articles of association. By article 84 it was provided that the qualification of a director should be the holding of ordinary or other shares of the company to the nominal amount of £250, but the first directors should have power to act before acquiring their qualification, but were to acquire the same in any event within one month of their appointment, and in the event of their not so acquiring it, they were to be deemed to have applied for the same from the company, and the shares were to be allotted to them accordingly. On the same day that the company was registered, and in his lordship's opinion after the registration had taken place, the applicant wrote to the consulting engineer of the company a letter referring to his having signed the prospectus and the articles of association. This letter his lordship considered was sent to the engineer as an agent for the company, and was intended as a letter to the company. On the 8th of September, 1891, the applicant wrote to the secretary of the company as follows:—"After careful consideration I find it impossible to attend to the duties of a director of your board. I am fearfully pressed with business, and Swansea being so far from town, I cannot give the time. I therefore think it my duty reluctantly to resign, which resignation please place before my co-directors and take any other proper steps. When I consented to join the board, I was much freer, and could then, as matters stood, have acted, but matters have cropped up since which make it impossible." The company replied to this letter that they accepted the resignation, and they allotted him the qualification shares, and placed his name upon the register of members. The applicant never attended any meetings of the company, or acted as a director. On behalf of the applicant it was said that according to the decision in *Isaac's case* (40 W. R. 518; 1892, 2 Ch. 158) he was not liable to take the shares unless he had in fact acted as a director.

WRIGHT, J., said that though the case was one of great difficulty, he thought on the whole he ought to keep the applicant's name on the list of contributories. The case was in several respects peculiar, particularly with regard to the letters written by the applicant and the articles. By article 80 the applicant was named as one of the first directors of the company. This article and article 84 purported to appoint the applicant a director and to provide for his qualification, and must be considered with reference to the following facts. On the 21st of July, 1891, the very day when the company was incorporated and when a prospectus was to be issued, the applicant wrote to the consulting engineer of the company, who was probably the prime mover in the affair, a letter referring to his having signed the prospectus and the articles, and from certain expressions in the letter it might be inferred that the letter was written after the company had been incorporated, and was sent to the recipient as agent for the company, and was in point of fact intended as a letter to the company. The prospectus shewed the name of the applicant as a director, and he signed the articles, not as one of the ordinary signatories, but to shew his assent to them. He could not have signed for no purpose whatever, or merely so as to contract with the other persons signing. He must have signed so as to shew his assent to a contract with the company, inasmuch as his assent was not otherwise wanted. The directors other than the applicant attended board meetings, but the applicant attended no such meetings, and he did not otherwise act as a director. On the 8th of September, 1891, he wrote to the secretary of the company. [His lordship read the letter.] His lordship said he certainly would have been loath to say that a letter in which a person said that he found he had made a mistake as to being able to act and resigned his office amounted to an admission that he had agreed to take shares, but the terms of it might shew that he had, and the terms of the letter were stronger than a mere resignation would have been. He said, "When I consented to join the board." His lordship thought the proper inference to be drawn was that from the 21st of July to the 8th of September he held himself out as a director. The answer of the company to that letter was that they would accept the resignation, but they allotted the shares, and the applicant was placed on the register. It was clear that the mere fact of being a party to the articles as one of the subscribers did not make a contract between the subscriber and the company; but the question here was, Was there an acceptance by the applicant of the office of director, or an agreement to accept it upon the terms of the articles? In *Isaac's case* (*suprà*) Stirling, J., and the Court of Appeal held that when a man had acted as a director he must be taken to have acted upon the terms of the articles, and some of the judges indicated that it was their opinion that he must be taken to have done the same, even if he had not acted, provided that he had agreed to act. There was here an acceptance of the office of director, or an agreement by the applicant to accept it upon the terms of the articles. If so he was bound by article 84. On the whole his lordship thought the applicant had accepted the office of director. He thought that the fact that the applicant authorized the company by the letter of the 21st of July to hold him out to the world as a director, and that he allowed himself to be named as a first director, was evidence that he agreed to accept the office upon the terms of the articles, and that he in consequence agreed to take the shares. That conclusion was fortified by the applicant's own statement in his letter. His name must therefore remain on the list of contributories.—COUNSEL, *Bingley; Whinney*. SOLICITORS, *J. J. G. Pugh*, for *G. J. L. Morgan*, Swansea; *Slaughter & May*.

[Reported by V. DE S. FOWKE, Barrister-at-Law.]

High Court—Queen's Bench Division.

NICHOLSON *v.* **LONDON, CHATHAM, AND DOVER RAILWAY CO.**

PRACTICE—PAYMENT INTO COURT—RAILWAY FARES CHARGED IN EXCESS OF STATUTORY POWER—TEST ACTION—PAYMENT INTO COURT OF FULL AMOUNT CLAIMED WITH DENIAL OF LIABILITY—R. S. C., XXII., 1-6.

This was an appeal from a decision of Bruce, J., at chambers. The action was brought by the plaintiff to recover a sum of £1 being the aggregate amount charged him by the defendants in respect of five journeys from London to Calais in excess of the statutory fares which the defendants were entitled to charge. The plaintiff alleged that the maximum first-class fare which was allowed by statute was £1 9s. 6d., the amount which the plaintiff had to pay on each journey being £1 13s. 6d. The defendants paid the full amount claimed into court, with a denial of liability. The plaintiff thereupon took out a summons to strike out the defence on

the ground that the course taken by the defendants was contrary to the meaning of order 22. It was contended by counsel for the plaintiff that the object of that order was to enable the defendants to make an offer to settle the action; it did not contemplate the provision as to payment into court being used to defeat the trial of a test action, which, in the present instance, was brought to try the legal right of the company to charge fares to passengers in excess of the statutory amount. In the present case it would be impossible to try that question if the device adopted by the defendants was allowed to succeed. It was argued by counsel for the defendants that a test action could only be brought by agreement, and that as the whole of the damage claimed was paid into court, the appeal became one as to costs only, which the court would not entertain.

THE COURT (MATHEW and COLLINS, JJ.) dismissed the appeal. It was impossible to determine that the defendants were technically wrong in the present appeal, inasmuch as there being no agreement every case must stand on its own circumstances, and under the order the defendants in this case were entitled to pay the amount claimed into court with a denial of liability. But it would be dismissed without prejudice to any application by the plaintiff to amend his pleadings so as to claim a declaration of his legal right, and the costs of the appeal would be costs in the cause.—COUNSEL, *Channell*, Q.C., and *C. Hunter; Mansel Jones*. SOLICITORS, *Munton & Morris; J. Lewis Morgan*.

[Reported by J. P. MELLOR, Barrister-at-Law.]

Re **AN ARBITRATION BETWEEN THE LONDON COUNTY COUNCIL AND THE LONDON STREET TRAMWAYS CO.**—22nd January.

TRAMWAY COMPANY—SALE TO LOCAL AUTHORITY—PRINCIPLE OF VALUATION—"VALUE EXCLUSIVE OF ANY ALLOWANCE FOR PAST OR FUTURE PROFITS"—LONDON STREET TRAMWAYS ACT, 1870 (33 & 34 VICT. C. CLXXI.), ss. 3, 44.

Motion to set aside the award of a referee appointed under the London Street Tramways Act, 1870, to settle the terms upon which the London County Council should purchase the tramways of the London Street Tramways Co. The parties were unable to agree as to the principle upon which the company's tramways were to be valued for the purpose of ascertaining the price to be paid by the council. The referee adopted the view of the council, and the company now moved to set aside his award. The terms of the Act under which the purchase was made by the council, as successors to the Metropolitan Board of Works, and the alternative proposals of the parties as to the principle of valuation, are stated in the judgments of the court. The sum awarded by the referee as the value of the purchased tramways and works, "measured by what it would cost the tramways company or the county council to establish the purchased tramways if such tramways did not now exist, but taking into account a proper deduction in respect of depreciation," was £64,540. Had the view of the tramways company as to the principle of valuation been adopted, the sum arrived at would have been largely increased.

THE COURT (MATHEW and COLLINS, JJ.) allowed the appeal.

MATHEW, J.—This is a motion to set aside or remit an award fixing the value of certain tramways which are being taken over by the London County Council, as successors of the Metropolitan Board of Works, under the London Street Tramways Act, 1870 (33 & 34 Vict. c. clxxi.), s. 44. The arbitrator was appointed under the terms of that section. Disputes arose before him as to the meaning of the words in the section applicable to the mode of valuation. The company contended that the valuation was to be arrived at in the ordinary way—*i.e.*, by finding what the rental would be, and allowing so many years' purchase of that rental. On the other hand, it was said that the value was to be ascertained by treating it as being the cost of construction, less depreciation. These different modes bring about an important difference in the result. The case itself is also of considerable importance. The 44th section of the Act of 1870 provides that "the Metropolitan Board of Works may within six months after a period of twenty-one years from the passing of this Act . . . by notice in writing require the company to sell, and thereupon the company shall sell to them their undertaking, upon terms of paying the then value (exclusive of any allowance for past or future profits of the undertaking, or any compensation for compulsory sale or other consideration whatsoever) of the tramway, and all lands, buildings, works, materials, and plant of the company suitable to and used by them for the purposes of their undertaking, such value to be in case of difference determined by an engineer or other fit person nominated as referee by the Board of Trade . . . and when any such sale has been made, all the rights, powers, and authorities of the company in respect of the undertaking sold . . . shall be transferred to, vested in, and may be exercised by the Metropolitan Board of Works in like manner as if that board had been authorized by this Act to construct the tramways, and had been named in this Act instead of the company." Now, the differences that arose were set out in the award substantially as follows:—"In the course of the proceedings before me the tramways company proposed to tender evidence of the actual profits made by them from traffic in the purchased tramways, and stated that the object of such evidence was to arrive at the value of the tramways by taking a certain number of years' purchase of the profits to be shewn by such evidence; and the county council gave notice of objection to such evidence, on the ground that, having regard to the terms of the London Street Tramways Act, 1870, the referee was prohibited from taking past profits into consideration for the purpose aforesaid; and I refused to receive such evidence, on the ground that the terms of the Act and of the instrument by which I was appointed referee did not authorise me to adopt a method of valuation based on years' purchase of profits. In the subsequent course of the proceedings the company tendered evidence to shew the rental value of the tramways considered as let, or capable of being let, to a tenant. The council objected to such evidence, but I admitted the same, subject to such objection as might be taken on its being shewn by cross-examination or further evidence that the proposed mode of arriving at a value involved an allowance for past or future profits of the undertaking, and on such evidence and cross-examination being completed and such objection taken, I have abstained from taking such evidence into consideration, on the ground that the mode of valuation to which such evidence was directed involves an allowance for past or future profits within the meaning of the said section. The county council tendered evidence to shew the opinion of expert witnesses as to the proper cost of construction of the tramways and the depreciation of such value," which was admitted by the referee. This is a clear statement of what was done. The question for us is whether the arbitrator took a right course. To ascertain this the terms of the section must be carefully looked at. It must first be noticed that under the section the company are to "sell." That is an important word. "Selling" implies an equality of consideration. The same remark applies to the word "paying." "The company shall sell to them their undertaking upon terms of paying the then value"—that is, paying for what has been taken. What is this that is bought and sold? It is the "undertaking" upon terms of paying "the then value of the tramway." Now, in the 3rd section there is this definition:—"The expression 'the tramways' or 'the undertaking' shall mean the tramways and works and undertaking by this Act authorised or any part thereof." It is therefore the undertaking that is purchased, and not only the materials *in situ*. Passing by the words in brackets in the section for the moment, it is said by the tramways company that the meaning of "value" is obvious; it has a well-ascertained meaning, and is to be intrepreted as in the Acts relative to rating, these tramways being a tenement assessable to the poor rate. In those Acts certain deductions are to be made, after which the value is equivalent to the rent. The mode of estimating this value is very familiar. On the other side it is said that the words in the brackets are the most important portion of the section. No notice at all is to be taken by the arbitrator of the profits. Now, if the words in the brackets only excluded future profits, the matter would be clear. But it is urged that by the introduction of the words "past profits" the whole effect is altered, and the question of profits is excluded altogether. The method of arriving at the value by taking the hypothetical costs and a speculative depreciation, does not recommend itself to me in preference to the usual modes, and I do not think that the parenthesis is such a potential and drastic enactment as the county council say it is. The important words of the section are "the then value." That is to say, the mode of ascertaining the value is to take the present earnings and assume that the same will be made in the future. No addition is to be made for future increase or for past profits. Parliament might have enacted that at the end of the period there should be partial or complete confiscation of the undertaking. The Act was intended to make known to shareholders what they had to expect. If it had been thought that at the end of twenty-one years only the costs of construction would be returned, it is probable that few would have invested in tramways. As to the meaning of the parenthesis, it must be borne in mind that section 44 applies not only to the sale of the tramways within that section, but also to the case mentioned in section 42, of tramways which have been discontinued, and to proceedings under section 43, where the company is insolvent. It might well be that a local authority should not be called on to pay on the basis of past profits in the case where the tramways were discontinued. It is also sometimes suggested that the profits of such companies are not divided, but are invested, judiciously or not, in the undertaking. Parliament may have meant that in such a case there should be no inquiry into the question of such past profits. I am of opinion that the award must go back to the arbitrator. I do not say how the rental is to be ascertained or how many years' purchase is to be taken. That is for the arbitrator.

COLLINS, J.—The question for the court is, Which of the two constructions put on section 44 is the right one? The arbitrator has put a value of £64,540 on the tramways. He has arrived at this value by estimating the cost of construction and deducting an amount for depreciation. That method, says the company, is wrong. The value should be arrived at by the method on which value for rating purposes is ascertained. Whatever construction is put on the section, it must be remembered that the Act was passed before the company was formed. The company was created with reference to the provisions of the Act and with the knowledge that the public authority might require the sale of the undertaking after a certain period. Is the authority to pay for the whole of what they acquire or only for part of it? It was competent for Parliament to enact that only part should be paid for. Have they done so? I think not. What is it that the tramways company has to sell? Is it only the materials of the tramway *in situ*, or is it the whole undertaking?—that is to say, the right to use them. The case relied on for the council was *The Stockton and Middlesbrough Water Board* v. *The Kirkleatham Local Board* (1893, A. C. 444). In that case, which related to waterworks, words were used by the Legislature shewing that the materials alone were to be parted with. There was a provision that the pipes and fittings were to be obtained at cost price. The proper principle for ascertaining the price was that which the arbitrator has followed in this case. But then the authority buying had at the time the right to supply the district with water, and all that it took was the pipes and materials. The "price" and not the "value" was what had to be ascertained. Here the company sell not only the materials but the undertaking and all their rights. The crucial question is, What is to be sold? for whatever is sold is to be bought. Section 46 makes this even clearer than section 44, for section 46 enables the company after six months, and with the consent of the Board of Trade, to sell their undertaking to any person; and when any such sale has been made all the "rights, powers, authorities, obligations, and liabilities of the company

in respect to their undertaking" are vested in such person. The company can, therefore, sell all their rights in such a case. The same language is used in the section we are dealing with. The company are selling both the thing and the right to use it. In the *Kirkleatham case* the purchaser had *aliunde* a right to use the thing. Here the purchasers of the thing acquire for the first time the right to use it. Coming now to the parenthesis, it is quite fair that, as the company came into existence on the condition that at the end of twenty-one years it might be put an end to, there should be no allowance for compulsory sale. It is also fair that no allowance should be made for the loss of the opportunity of earning future profits, as that was known to be a condition from the first. The words, "the then value" are of great importance. They imply that the value is to be based on that which could be made by the use of the tramway. The arbitrator having adopted an interpretation which excluded this consideration, the award must be remitted to him.—COUNSEL, *Sir R. E. Webster*, Q.C., *Cripps*, Q.C, and *Henry Sutton; Finlay*, Q.C., and *Freeman*. SOLICITORS, *Ashurst, Morris, Crisp, & Co.; W. A. Blaxland.*

[Reported by T. R. C. DILL, Barrister-at-Law.]

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

GENERAL MEETING.

A special general meeting of the Incorporated Law Society was held on Friday, the 26th ult., at the society's hall, Chancery-lane, the chair being taken by the president, Mr. R. P. MORRELL (Oxford).

RULE 26, ORDER 16.

Mr. HENRY MOSSOP (London) moved, in accordance with notice: "That the council be requested to consider the provisions of rule 26 of order 16 of the Rules of the Supreme Court, with a view to a repeal or modification of such rule." He said he imagined that when the Supreme Court Rules in the ordinary course of an action acted oppressively or harshly to a solicitor in his representative capacity as a solicitor, it was the duty of such solicitor, should he be a member of the society, to bring it to the notice of the council in the way he proposed, for the purpose of proving to their satisfaction that there was need for an amendment of the rule in question. The council would then be in a position to put their views before the authorities for the purpose of securing that amendment. Ord. 16, r. 26, was as follows:—"Where a person is admitted to sue or defend as a pauper the court or a judge may, if necessary, assign a counsel or solicitor, or both, to assist him, and a counsel or solicitor so assigned shall not be at liberty to refuse his assistance unless he satisfies the court or judge that he has some good reason for so refusing." The only other orders to which he (Mr. Mossop) thought it might be desirable to refer were the rules in the same matter. One of these was that where the pauper was a proposed plaintiff it was necessary, before he could be admitted to sue as a pauper, that he should be fortified with the opinion of counsel as to whether he had reasonable grounds for proceeding. A further rule provided that to attempt to take or receive any fee or reward from the pauper client was a contempt of court. To shew the harshness of the rule he referred to an instance of his own personal experience. He had a client in view who was a defendant in a heavy partnership suit, and who asked him to represent his interests therein. The suit had been going on for some years, and he (Mr. Mossop) ascertained, in answer to inquiries he made, that the client had been represented by a firm of solicitors of great reputation in Lincoln's-inn-fields, and that they had not continued to represent him because he was not able to pay the necessary fees. He had thereupon made an application to be allowed to defend as a pauper. He (Mr. Mossop) had gone into the facts with him, and had finally resolved that it was not a case in which he should like to act, and politely told him so. He (Mr. Mossop) was surprised when the client, knowing the rules apparently better than he did himself, said: "You decline to act; then I will make you." And on the following morning he received a letter from one of the chief clerks of one of the judges of the Chancery Division saying that this defendant had put forward his name to represent him, and that, unless he could satisfy the judge that he had some proper cause to shew against it, an order would be made appointing him solicitor. He wrote to the chief clerk pointing out such circumstances as he thought reasonable, such as that he had acted for the defendant many years previously, and he had failed to fulfil his obligations, and giving other reasons against being required to act for him. He received a letter in reply from the judge's chief clerk that the reasons had been considered, and the judge was of opinion that they were not sufficient. He (Mr. Mossop) then saw the judge in his private room, but failed to satisfy him that he brought himself within the saving clause. The case was one in which there was no possible defence. It was his duty to go through a very voluminous mass of papers which were handed to him by the solicitor who had previously had the conduct of the case, and there was no possibility that the defendant could ever get anything out of the litigation. He (Mr. Mossop) thought it unreasonable, improper, and oppressive to put this rule upon solicitors as a body. It was not his duty to suggest a remedy, but if it was put to him to do so, he would say that there was an official solicitor to whom all such cases should be referred. It was not necessary for the pauper client to say on oath or otherwise that he had any reasonable case, yet the solicitor was compelled to deal with the case as if he were dealing with a client with a large amount of money at his disposal.

Mr. FRANCIS MILLER (London) seconded the motion. He said he had had no notion until he had heard Mr. Mossop that such disabilities attached to solicitors as appeared to be the case, and the case seemed to him to be one calling for the interference of the council of the society in order that they might be removed. It was monstrous that all that the plaintiff need say was, "I am too poor to employ a solicitor," and that he could then fix upon any solicitor he might know and say, "You shall, with your leave, or without your leave and against your wish, be my solicitor, and I will make you act for me for nothing." That a judge should have power to decide that a solicitor should take up a case for nothing was wrong in every way, and this was a disability which ought to be taken off the shoulders of the profession.

Mr. R. W. DIBDIN (London) said he was rather surprised that the practice was as given by Mr. Mossop. He had always understood that the chancery registrar absolutely declined to draw up an order of this kind without the consent of the solicitor being produced. He knew that had been the practice in some cases, and had thought it was the practice in all. Of course, if it was not so, he went with the mover of the resolution.

Mr. HY. TAYLER (London) said he was afraid the gentlemen who had spoken already had overlooked the fact that the practice which was specified in the rule in question had been the practice of the Court of Chancery for a very long period, several hundred years in fact, and he thought a similar practice had prevailed in the common law courts, though it was confined to the cases of plaintiffs in the latter case. But in the Court of Chancery it had always been the practice for the court to have the power, and therefore the matter must be considered as one of old standing. Of course, he did not propose altogether to dissent from the resolution, because he thought it might require some consideration, and it might be possible to have the rule modified, but they must not lose sight of the fact that they would have a great deal to contend with, owing to the practice having existed for so long a period.

Mr. F. R. PARKER (London) said the subject appeared to be one eminently fit for consideration by the council, and unless a contrary view was expressed he would suggest that a representation should at once be made with regard to it. After the statement of Mr. Mossop the subject should not be passed over *sub silentio*, or without further consideration, and no one was better fitted to deal with it than the council.

Mr. A. H. HASTIE (London) urged the council to accept the resolution and endeavour to get rid of an obligation of long standing. He moved, as an amendment, to leave out the words "with a view to a repeal or modification of such rule."

The amendment having been seconded,

The PRESIDENT said he thought these words rather objectionable, but did not know what to suggest.

Mr. MOSSOP said that he was quite willing to withdraw the words in question, which would, perhaps, seem to place the council under an obligation to adopt the course suggested, because he was anxious the council should consider the matter.

The motion was then put in the following form:—"That the council be requested to consider the provisions of rule 26 of order 16 of the Rules of the Supreme Court in all its bearings," and carried unanimously.

UNDISCHARGED BANKRUPTS.

Mr. HASTIE moved, in accordance with notice: "That it is expedient in future editions of the Calendar of the Incorporated Law Society to mark, with a distinguishing mark, the name of every solicitor who, at the latest time at which inquiry could reasonably be made before the Calendar went to press, was an undischarged bankrupt." He said he did not think there was any need of saying anything in favour of the resolution, because if any one in the room had the hardihood to stand up and say he wished to be placed on an equality with an uncertificated bankrupt he would have his right of reply, when he should say exactly what he thought of his views, if not of him. But there were one or two observations which he would like to make with regard to the way in which the council should proceed with the object of getting this legislation passed. It had seemed to him for a long time past—and his opinion had been confirmed by a great many members of the society to whom he had spoken in the matter—that the council had trusted rather too much to those members of the profession who were members of the House of Commons, and very much too little to that enormous pressure which the profession at large were in a position to bring to bear upon members of Parliament all over the country. He had heard it said that the Law Society was the best trade union in the country. Even if it were, they could probably do nothing more certain to make it not the best than by resting in that belief instead of trying to improve themselves. If they noticed what the publicans and the blue ribbon people and other cranks were able to do in the way of influencing opinion in Parliament it would be seen that the society was not by any means the best trade union. But they ought to be careful over their own interests, and he dared say that in the council chamber they were well looked after. The profession did not manage the House of Commons in the way they ought to do.

Mr. W. MELMOTH WALTERS (London) asked whether this was the question before the meeting? He failed to follow it as put by Mr. Hastie.

Mr. HASTIE asked that he might move the resolution and the second resolution that stood in his name together.

The PRESIDENT thought the resolutions had better be taken separately.

Mr. HASTIE: Very well, then; I will merely move it.

Mr. C. T. NICHOLLS (London) seconded the motion.

The PRESIDENT said he would only venture to point out that it did not follow that it was always a man's fault that he was bankrupt. It might be his misfortune.

Mr. THOMAS HOLLAMS (London) said that, notwithstanding the intimation that he should merit some strong observations on the part of Mr. Hastie in reply, he would venture to suggest that this was an undesirable

and impracticable resolution. He had yet to learn that poverty was necessarily a crime, or that insolvency was necessarily a crime. In the course of his experience, and in the experience of many in the room, he had known many estimable men, both in the profession and out of the profession, who, by the misconduct of a partner or the deception of a client, or some other calamity, had been brought into pecuniary difficulty. He for one should be extremely sorry that the meeting should add to the injury inflicted upon men who might be unfortunate, but still might be honourable. The motion was impracticable and dangerous, because it was to be borne in mind that, even if it were right to stigmatize men because they had been unfortunate, it would obviously be unjust and dangerous, because this misfortune, the period of being an uncertificated bankrupt, might be eliminated in time; but, in a periodical publication brought out only once a year, it would remain for a period of twelve months, or perhaps longer, for these publications were not withdrawn at the expiration of the year. This would expose the unfortunate men to the stigma long after the cause of it might have been wiped away, and his position explained, and it had been shewn that he was guilty of no kind of personal misconduct. Consequently, he did hope, notwithstanding the threats which had been held out of some very strong stigma on those who opposed the resolution, that the meeting would not support it.

Mr. Hastie, in reply, said that Mr. Hollams reminded him very much of the gentleman who was brought up for public examination in the Bankruptcy Court who was constantly asked by one of the counsel examining him about his misfortunes. He said that he did not understand. There was a crowded court and everybody else understood, but the bankrupt would not or did not understand. Presently he said, "I think I see what you mean. By my misfortunes you mean the misfortunes of my creditors," and he was perfectly correct. He had suffered no misfortune, but his unfortunate creditors had. If a solicitor so mismanaged his affairs that he was not solvent, and let his clients in for money which he was bound to account for to them, he (Mr. Hastie) said, whether the man was fraudulent as he generally was—(Loud cries of "Oh"). He (Mr. Hastie) was talking about what he knew, those who interrupted were shouting about what they did not know. He had been through the list of bankrupt solicitors for one year. There were sixty-two, and he did not believe there were six of them who had not shewn statements of affairs that were dishonourable. He repeated that he thought a man who had so conducted his business, whether by dishonesty or a sort of negligence which was near fraud, it was right that the public should know it. The State had recognized this, and one of the provisions and conditions were that he should be duly advertised in the *London Gazette*, so that the fact was already made public. He was only proposing that it should be put in a compendious form before the members of the profession, so that the Calendar, which no one bought except solicitors, and which they had always ready for reference, would shew them at once whether a solicitor had or had not paid 20s. in the pound.

The motion was negatived, only five votes being given in its favour.

Bankrupt Solicitors and Practising Certificates.

Mr. Hastie moved in accordance with notice:—"That it is expedient that steps be taken to enable the council to cancel the certificate to practise of, and thereafter to refuse to grant a certificate to, any solicitor against whom a receiving order shall have been made, or who shall have compounded with, or assigned his property for the benefit of his creditors, unless and until he shall have appeared before the committee of the Law Society and have satisfied them either that such receiving order, composition, or assignment was brought about by causes which he could not have foreseen or prevented, or that there were special circumstances connected therewith sufficient in the opinion of the committee to justify them in granting a renewal of the solicitor's certificate; and that where an affidavit is presented to the council stating that any solicitor is liable to have his certificate cancelled or refused for the reasons aforesaid, they shall summon such solicitor before them, and hear the case in the same way as if the solicitor had been called upon to answer matter contained in an affidavit alleging professional misconduct against him, and that every solicitor whose certificate shall be refused or cancelled shall have a right of appeal to the High Court of Justice." He said he had spent a good deal of trouble in so framing the motion as to take care that no injustice should be done to anyone. The motion merely amounted to this, that where a solicitor had become bankrupt in consequence of any acts which he could have foreseen or prevented, and in cases where there were no special circumstances which, in the opinion of the council, would entitle him to continue to practise, that solicitor should not be in a condition to practise. He did not think he should serve any good purpose by saying much more in favour of the resolution. If the meeting seriously wanted solicitors who have become bankrupt from causes they ought to have prevented to continue to practise, he could only say the condition of the profession was very much worse than he had supposed it to be.

Mr. Nicholls seconded the motion.

Mr. Walters thought that a word or two ought to be said on the part of the council. Perhaps it was not necessary for him to say more than that, as they had rejected the first resolution, they certainly *à fortiori* would reject this, which said they should strike him off the rolls and render him incapable of practising for the future. He did not quite agree with what Mr. Hastie had said to the effect that a solicitor who mismanaged his own property was therefore incompetent to manage anyone else's affairs. Mr. Hastie would hardly find that to be the case in practice. There were some most memorable cases in history of people mismanaging their own affairs but managing the affairs of the country very much better. There was a statesman of whom one had heard, of the name of Pitt, who died in the most involved circumstances possible, but he, nevertheless, had succeeded in governing the country for thirty or forty years, and had brought it to a pitch of prosperity it had never before enjoyed. The fact that a man was not master in his own house might considerably influence matters. Perhaps there was a mistress in his own house, the lady of the house, he was not his own master, perforce he was compelled to neglect his own affairs and they became mismanaged. But let them take him away from the influences of home and put him at his office, away from domestic cares and anxieties, and such a man with a clear intellect could look carefully into the affairs of others and manage them. Experience told them so. Mr. Hastie thought that generally these cases were fraudulent. He (Mr. Walters) had the honour to serve upon the Discipline Committee, and he could say a very small proportion of those who came before the committee did so in connection with bankruptcy proceedings. Fraudulent bankruptcies did occur, but the proportion was very small. Mr. Hastie had referred to the number of solicitors who became bankrupt, but it would be found that a very small proportion of these overstepped the line of honesty.

Mr. Hastie: No, Sir.

Mr. Walters said he came to this conclusion by the cases that came before the Discipline Committee, and he asserted that cases of dishonest bankruptcy were the most likely of all cases to come before them. In these there were a number of creditors concerned, each one of whom would like to bring the solicitor up and gibbet him. If there was a case of dishonesty as regarded one particular client nothing might be heard of it, but where a man was bankrupt, and had let in many persons, some of them were likely to come forward. Therefore, he asserted, Mr. Hastie's assumption was incorrect. Supposing that the resolution were agreed to, it would be necessary to get an Act of Parliament, and what position would the society stand in if they went for an Act of Parliament to empower them to strike a man off the rolls, and deprive him of his maintenance. They were not in that position now. The council reported to the court and the court did the striking off, and he was very pleased that that was the position. He did not like to feel that he should sit in judgment on his brethren, and strike off the roll, it might be said to his own benefit, because the more solicitors who were struck off the better for those who are left.

Mr. Hastie: Certainly.

Mr. Walters said it would put the council in an invidious position. He thought their present position was the proper one. They looked into the facts and reported, and the court took the responsibility of action. He should be very sorry to see that referred to the council. He hoped the resolution would be rejected as thoroughly as the first one had been.

Mr. C. H. Twynam (Stafford) ventured to point out that the resolution would practically constitute the society a court of appeal from the ruling of the Judge in Bankruptcy. In the Judge in Bankruptcy they had a person who investigated the circumstances and said the bankruptcy was entirely the result of misfortune, and he would suspend the bankrupt for a month or two months, a merely nominal suspension. After that expression of the Judge in Bankruptcy, who was acquainted with all the facts, some interested or hostile client was to come before the council and ask them to sit in appeal upon the judge's decision. Could any more monstrous proposition be brought forward?

Mr. Miller said the subject had struck him in a different light from any of the previous speakers. He had been under the impression that the council had sufficient disciplinary power for their purpose in any case in which it was required. If there was a bankruptcy case which called for animadversion or action on the part of the council, they had it in their power to take such action. He thought it right to call attention to this. He should not have liked it to go forth that the society wanted to say that under no circumstances should any member of the profession be called upon to answer as to anything that went on in bankruptcy. There remained the power of the council to bring a solicitor before them, and report to the court in any bankruptcy where there was misconduct.

The President observed that the council had no power to interfere in cases of professional misconduct. Neither in the case of a bankrupt nor of a man who was solvent could they act except where there was an allegation to them from outside of professional misconduct.

Mr. Parker wished to say a word in support of the last speaker. This was a serious subject, which should not be lightly passed over, because it really was a question which affected the honour of the profession, which he was sure they all desired to uphold. He quite agreed with Mr. Twynam, who said the members were not going to ask the council to take the position of a Court of Appeal in Bankruptcy, but no one had called attention to the fact that since 1883 the law had undergone a change, and whereas before the Act of that year came in force every case was investigated, there were certain cases now in which, if the facts were proved, the judge had no discretion but to refuse the order of discharge. These were cases of fraud, and he hoped they came within the province of the council to investigate. These were the cases in regard to which he did think that if the council had not the power to investigate and deal with them they ought to obtain it.

Mr. Dibdin pointed out that in a smaller circle than could be the case in London a solicitor might be actuated by personal motives with regard to another solicitor. Such a case had occurred within his own knowledge in one of the colonies, where the most active instigator in a case where a bankrupt was struck off the roll turned out ultimately to be the rival practitioner, and there was a great deal of indignation in the colony when this transpired.

Mr. Hastie, in reply, observed that, though Pitt was embarrassed in his private affairs, he had not embezzled the money of his clients.

Mr. Walters said that where a solicitor embezzled his client's money he could be struck off the roll. The council could report it to the court.

Mr. Hastie: Have you struck off Dodds, who was a member of the council?

Mr. WALTERS said that he was struck off.

Mr. HASTIE asserted that in all the worst cases the solicitor was not brought before the council. He had gone carefully through the cases for a whole year, and in a very large majority of cases the figures shewed a disgraceful state of affairs. The opinion of the profession was not with the council in the matter, and if it were he would be ashamed of his profession. If they were pleased to have these uncertificated bankrupts put on parallel lines with themselves in the *Law List*, he was not pleased. He should be ashamed of the meeting if it did not carry the motion, and they would see if, when the next election came off, he did not carry the profession at large with him.

The motion was rejected, two or three votes only being given in its favour.

LOCAL GOVERNMENT BILL.

Mr. CHARLES FORD (London) asked the indulgence of the president and of the meeting that he might refer to a matter of great interest to the profession. He had forwarded a notice to the secretary respecting the matter, but had been informed that it was not within the proper time. It had reference to the Local Government Bill, which had been read a second time in the House of Lords.

The PRESIDENT said that he would be happy to consider anything of pressing moment, such as the Bill to which Mr. Ford referred.

Mr. FORD said the Bill had passed the House of Commons and had been read a second time in the House of Lords. There was a clause in the Bill which provided for the election of district councils. It also provided that the chairman of each council should be a justice of the peace of the county for the period during which he was chairman. There was a section of the Solicitors Act which provided that a solicitor could not be appointed a justice for the county in which he practised, whilst they were allowed to be magistrates in boroughs. He saw that Sir Albert Rollit in the House of Commons had put a question to Mr. Fowler as to whether he could see his way to introduce an amendment providing that members of the legal profession should not be under this disqualification if they were elected chairmen of district councils, but might be permitted to serve the office of justice of the peace of the county for the period during which they were chairmen. Mr. Fowler had said that he could not see his way to accept Sir Albert Rollit's amendment unless it was generally assented to in the House of Commons. He (Mr. Ford) regretted to say that Lord Randolph Churchill had made an objection, and the result had been that that excellent and considerate suggestion had not been adopted by the House of Commons. He asked whether the council could see their way, in view of the fact that the Bill was now before the House of Lords, to forming a strong deputation to go to the Lords to ask for this very reasonable and fair amendment, because most solicitors felt that it was something of an indignity upon them that solicitors in the provinces should not be allowed to fill the office of chairmen of the district councils if the Bill was passed in its present state. The effect would be that people would not vote for solicitors to be members of the district councils because it might turn out that they would not be able to perform the more important duties of the councils because of this disqualification.

The PRESIDENT said he hoped he had the approval of the meeting in having allowed Mr. Ford to ask the question, as it was a matter of considerable importance, though in accordance with the bye-laws Mr. Ford ought to have given notice. At the same time he was very anxious that a matter of importance should not be in any way obstructed merely because of bye-laws. He would be happy to answer the question very shortly. At the last meeting of the council the matter had been brought before them and a resolution was carried with regard to the Bill. It was resolved to address a communication to the Lord Chancellor urging his lordship to insert an amendment in clause 22 of the Bill enabling a solicitor who might be chairman of a district council to act as a justice of the peace for the county in which the district was situated. He had sent a communication to that effect to the Lord Chancellor. It had also been resolved to ask the Lord Chancellor to insert an amendment in clause 17 for the purpose of enabling a parish council to appoint as its clerk any fit person without confining the appointment in the first instance to the assistant overseer. The Bill provided that all parish councils should have the assistant overseer as their clerk, and it was felt that, especially in the country, it would be a great hardship that they should not have the privilege of appointing anyone they chose, whether a solicitor or not, and that they should not be compelled to appoint a man whose chief duty it was to collect rates.

Mr. W. P. NEAL (London) asked, supposing the Lord Chancellor refused or omitted to comply with the request of the council, what they proposed to do?

Sir ALBERT ROLLIT, M.P. (London and Hull), said he availed himself of the opportunity to say he thought the subject involved a question of serious principle. He had moved, therefore, in the House of Commons that the words, "unless he is personally disqualified by any Act of Parliament," should be omitted. And one of the reasons which justified him in doing that was that the mayor of a borough was *ex officio* a justice of the peace. There were no such words to disqualify a solicitor who was the mayor of a borough from acting as chairman even of the justices. Therefore the words in the Bill were perfectly new, and formed a new disqualification, and he hoped the profession, irrespective of party considerations, would condemn those who sought to place a stigma upon solicitors.

Mr. C. E. LONGMORE (Hertford) said that as he was the member of the council who brought the matter before the council he might, perhaps, be allowed to state that what the council would have to do would be to get some peer to put an amendment down when the Bill was in committee in the House of Lords, and he trusted that members of the profession would do all they could with peers with whom they had influence to get them to vote for the amendment. The matter was one of very great importance, especially to country solicitors.

Mr. NEAL pressed for an answer to his question.

Mr. WALTERS objected entirely to the question being answered. It would fetter the hands of the council and publish to the world what they were going to do.

Mr. NEAL said a great many resolutions were adopted and the members never heard of any definite results.

Mr. WALTERS said Mr. Neal might ask the result in any particular matter, but certainly not such a question as that he had put.

The PRESIDENT thought he might say that Mr. Longmore had already given an answer to the question—namely, that the council were going to seek the assistance of some peer.

Mr. FORD observed that when a solicitor was elected to the office of mayor of a borough he invariably acted as chairman of the bench of magistrates, and presided over all meetings during his year of office.

Mr. PARKER said a solicitor mayor or a solicitor chairman of a county council sat on the bench, not only during his year of office, but during the ensuing year.

Sir ALBERT ROLLIT said that if the amendment should be carried in the Lords he should feel it his duty to certainly move that it be agreed with in the House of Commons, and press it to a division. If it was not carried in the House of Lords, he was afraid the remedy would be more difficult.

The PRESIDENT thought the matter was important, and it would perhaps strengthen the hands of the council if a short resolution were passed approving of their action.

Mr. W. WILLIAMS (London) moved: "That this meeting cordially approves of the action of the council in addressing to the Lord Chancellor a communication urging upon his lordship to insert an amendment in clause 22 enabling a solicitor, who may be chairman of a district council, to act as a justice of the peace for the county in which the district is situated, also to insert an amendment in clause 17 of the Bill for the purpose of enabling a parish council to appoint as their clerk any fit person, without confining the appointment, in the first instance, to the assistant overseer, and that the council be requested to take such steps as they may consider expedient for procuring these amendments to be inserted in the Bill. That thanks be given to Sir Albert Rollit for the efforts unsuccessfully made by him in the House of Commons to get the first-mentioned amendment introduced into the Bill."

Mr. LONGMORE seconded the motion. He hoped those present, in the interest of their country brethren, would give their support to the amendment to clause 17. No doubt the clause was framed in that way to prevent district councils from appointing solicitors as clerks.

Mr. FORD observed that inasmuch as Mr. Fowler was a member of the governing body of the society the members of the society looked to him, though President of the Local Government Board, to do his best in the matter.

Sir ALBERT ROLLIT said that Mr. Fowler had expressed his willingness to meet the question.

The motion was carried unanimously.

A vote of thanks to the president, moved by Mr. F. K. MUNTON (London), terminated the proceedings.

WORCESTER AND WORCESTERSHIRE INCORPORATED LAW SOCIETY.

The annual general meeting of this society was held on the 30th of January, at which meeting there were present:—Mr. E. Amphlett Davis (president) in the chair, and Messrs. R. P. Hill, T. Southall, T. G. Hyde, W. P. Hughes, R. Canning Hill, F. Corbett, E. Nevinson (Malvern), W. B. Hulme (hon. treasurer), J. B. Matthews, S. Bromley Garrard, A. Arrowsmith, Maund, and F. Ronald Jeffery (hon. secretary).

The annual report of the committee and hon. treasurer's accounts for the past year were received and adopted, and the following officers of the society were re-elected for the ensuing year—namely, president, Mr. Edward Amphlett Davis; vice-president, Mr. Arthur James Beauchamp; hon. treasurer, Mr. William Booth Hulme; and hon. secretary, Mr. Francis Ronald Jeffery. Messrs. G. W. Bentley, F. Corbett, R. Canning Hill, A. W. Knott, and Thomas Southall were re-elected members of the committee in addition to the officers of the society, and Messrs. G. F. S. Brown and S. Bromley Garrard were re-elected auditors, and the following gentlemen—namely, Messrs. John Livingstone Wood, Philip Tahourdin, and Thomas George Dobbs, solicitors, Worcester, and Thomas Huband, solicitor, Bromyard, were unanimously elected members of the society.

The following are extracts from the report of the committee:—

Members.—The present number of members is forty-nine as against fifty-four last year.

Legal procedure.—Several new rules consequent on the report of the judges on legal procedure have been issued, and the committee are glad to say that the proposal to abolish all pleadings except by order of the court has been modified, and the provision for the taking out of a general summons for directions on all interlocutory matters made optional. The procedure under order 14 is also much improved, and it will in future be more difficult for defendants without *bond fide* defences to postpone payment by dilatory proceedings.

Land Transfer Bill.—It was proposed by this Bill to make the registration of title to land compulsory upon purchasers on all sales within any district to which the Act might be applied by Order in Council. Having regard to the compulsory nature of the Bill, and to the difficulties which

would be experienced by owners in obtaining temporary loans from bankers if the Bill became law, the committee, on these and other grounds, joined in the general opposition to the Bill which had been organized by the Incorporated Law Society, U.K., and took steps to obtain the signatures of all solicitors in the district to memorials against the Bill, which were presented to the various Members of Parliament representing the city and county of Worcester, by deputations of members of the profession. The Bill having passed the House of Lords, was read a first time in the House of Commons, and was subsequently dropped. Should the Bill in its present form be reintroduced in the coming session, it will meet with the strenuous opposition of your committee. The committee desire to express their best thanks to the gentlemen who were good enough to assist them in the necessary organization of the opposition.

UNITED LAW SOCIETY.

22nd January—Mr. R. C. Nesbitt in the chair.—Mr. C. Willoughby-Williams moved: "That the decision of the Divisional Court in *Monson* v. *Madame Tussaud* (*Limited*) and *Monson* v. *Louis Tussaud* was wrong." Mr. G. D. Elliman opposed. Messrs. Yates, Lewis, Simner, Marks, Begg, Halcombe, Sherrington, and Hubbard spoke upon the motion, which was, after Mr. Willoughby-Williams had replied, carried by one vote. The debate proved one of the most interesting the society has had for some time.

Jan. 29—Mr. C. Willoughby-Williams in the chair.—Mr. W. S. Sherrington moved: "That in the opinion of this House members of Parliament should receive payment from the State for their services." Mr. A. W. Marks opposed. After Messrs. A. M. Begg, G. D. Elliman, W. R. Lewis, J. W. W. Weigall, and G. A. Wingfield had addressed the meeting, and the opener had replied, the motion was put to the House and declared to be lost by five votes.

LAW ASSOCIATION.

At a meeting of the directors, held at the Hall of the Incorporated Law Society, on Thursday, the 1st inst.—the following being present, viz., Messrs. Charles Burt (chairman), Samuel John Daw, Harry Curtis Nisbet, Sidney Smith, Arthur Toovey, and Arthur Carpenter (secretary)—grants of £10 were made to three non-members' cases and £50 to a member. Mr. Edward Frederick Green was elected a member, and the ordinary general business was transacted.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

Intermediate Examination.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 11th of January, 1894:—

A'Deane, Walter Whetham Wratislaw, B.A.
Balls, Cecil
Ban, Charles James
Barwell, Wilfred Thomas de Berdewelle
Bate, Lancelot Brabant
Battams, George Robert
Bensusan, Samuel Levy
Booth, Charles Joseph
Brevitt, Arthur Nelson
Burrows, Richard Arthur
Carpenter, George Armitage
Chapman, Frank
Chinn, Harold William
Claye, Richard
Cooke, Frederick Horace, B.A.
Coombs, Edwin Herbert
Cotton, Lione Francis, LL.B.
Crewe, Charles William
Daniel, Henry Edwin
Darlow, John James
Davies, George Edward
Davies, Walter Pierce
Dawson, Maurice John
Dean, James Edward Troughton, B.A.
Dootson, Thomas Robert
Ellison, Charles Welldon
Feibusch, Ernest Louis
Fenna, John
Franklin, Albert Henry
Frith, James Cartwright
Glover, William Grey
Gomm, Thomas William
Goodwin, Francis John
Green, Bernard Nuttall
Guy, Alexander Granville Ferrers
Haigh, Hubert
Hankey, Charles Frederick Thornhill
Hughes, George William
Hunter, Herbert Julius
Jackson, Wilfrid
Jesson, Richard Charles
Johnston, William Ashley Harrower
Jones, Frederick
Jones, Richard Evan
Jones, Rowland Guthrie
Kino, Granville Montague
Knocker, Herbert Wheatley
Lambert, John
Leigh, Robert
Lewis, Daniel
Lodge, James William
Lovell, John Spencer
Mace, Albert Ernest
Marks, Henry
Marshall, Thomas Wilfrid, B.A.
Melsome, Charles Henry
Morgan, Sydney William, B.A.
Munns, Hugh Summers, B.A.
Oliver, Arthur Maule
Osborn, Charles Henry William
Peace, Edwin
Pearkes, Arthur Edward
Phillips, Henry
Pierron, Henri
Purchase, Frank
Pusey, Ralph Rochester
Ramsay, Herbert Antoine Heaslop
Russell, Edwin
Ruston, Ernest Edwin
Sherrard, Eustace, B.A.
Shortt, Charles Septimus
Simmons, Edward Coleman
Simmons, Percy Coleman.
Smith, Cecil Plumbe
Smythe, William Dumville, B.A.
Snow, Arthur
Solomon, Albert Benjamin
Storey, Frank Dakers
Tubbs, Leonard, B.A.
Tucker, Walter Greame Pitts, B.A.
Umney, Percy, B.A.
Valentine, Algernon Lancelot William
Vaux, Alfred Julian
Walker, Edward
Wallace, William Reeve
Webb, Francis William John
Weigall, FitzRoy Henry Francis, B.A.
Wells, Frank
Westcott, William Leonard
Western, John William, B.A.
Wild, Bernard, B.A.
Willett, Edward Reginald
Williams, Alfred Benjamin
Williams, Edward Taunton
Williams, Frederick Collins
Williams, Herbert, B.A.
Wilson, Albert George Ernest
Wilson, Arthur Gerald
Wilson, Frederick
Wisden, Frederic

Final Examination.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 9th and 10th of January, 1894:—

Arnison, Nathan Henry
Atkinson, John Booth
Austwick, Harwood Henry
Baddeley, Herbert
Baddeley, Wilfred
Barber, Charles Gilbart
Batchelor, John William Alton
Bates, John
Bawtree, Hugh Francis
Baxter, Joseph Henry
Beardall, Julius William Edwin
Beatty, Charles
Betenson, Charles Henry Pollard
Bigg, Charles Sale, B.A.
Bikker, Andrew Hay
Blackhurst, Alfred
Bodman, George
Booth, Benjamin
Boothroyd, Allen
Borrett, Herbert Percy
Bosson, Walter Ernest
Bromfield, John Beadon
Brougham, Wilfrid Francis, B.A.
Buchanan, William Ernest Marshall
Cannon, Handel Walter
Chorley, Arthur Reginald
Cleverton, Frederick Ernest
Clitherow, Richard William
Cohen, Philip
Collinge, Frederick Samuel
Crowle, Percival Hugh Santo
Crump, William Horace Charles
Dale, John Edward
Daw, Richard Arthur
Dawson, Conrad Edward
Dodds, John
Drake, Bernard Charles
Draycott, Arthur
Duncan, James Fergus
Durrant, Arthur Ernest
Edwards, Charles
Edwards, William Harold
Elliott, Gilbert Strange
Ellison, Henry Blomfield, B.A.
Farrance, Herbert
Flick, Lancelot Robert
Foster, Ernest Henry
Fowler, Edward George Bennett
Franco, José Juan
Gadsden, George Frank Fergusson
Gaskell, James Scarisbrick
Gittins, John Thorn Christopher
Gorle, Frederick Hunt
Granger, Thomas Henry
Green, Ernest
Hallam, Robert
Ham, William Herbert
Hampson, Denis Christian
Harbottle, Anthony
Harris, Harry Leonard
Hart, Walter Gray
Harvey, Arthur Thomas
Hawley, Ernest
Hazzledine, George Douglas
Herbert, Philip
Higgs, Charles Samuel Barber
Hill, William James
Hogg, Robert Donaldson
Hunter, Charles Herbert, B.A.
Hutchins, Charles John Hooper
Jones, Charles James
Kendall, Spencer Bernard
Kirk, Walter Glover
Kirkham, Thomas Arnold, B.A.
Legg, Arthur Stuart
Levi, Lewis Joseph
Looker, Herbert William
Lyell, James Patrick Ronaldson
McCrea, Francis Bramston
Mackie, Edward Dacre, B.A.
Macpherson, Alan, B.A.
Miles, Augustus Frederick
Miller, Alfred Newton
Miller, Brian Stothert
Munster, John Philip
Norton, James Lees, B.A.
Oliver, Frederick Gronow
Onslow, Henry Douglas Hughes
Osmond, Arthur William
Paddison, Alfred
Palgrave, William Reginald
Parker, Wilfrid Watson
Payne, Richard
Peace, John
Pead, Charles Augustus
Pennell, Charles Lewin
Pettitt, Donald Henry
Prall, Richard Evans
Price, Rhys Williams
Pryce, Arthur Ivor, B.A.
Raymond, Montague James
Reed, Frederick
Reed, William
Rendall, Athelstan
Rix, Wilton John
Robb, Edward Elvy
Roberts, Nathaniel
Rowcliffe, Edward Lee
Savory, John
Silvester, William Turgoose
Sitwell, William Sacheverel
Smith, George Herbert, B.A.
Smith, John Herbert, B.A.
Spence, Thomas William Davidson
Spirett, Alfred Hewson
Staffurth, Ernest Hugh
Stainer, Herbert
Stephens, John
Steward, Oswald Brierley
Sutton, George Frederick, B.A.
Sweet-Escott, William Sydney, B.A.
Symond-Tayler, Richard Herbert, B.A.
Tangye, Allan
Tapson, Alexander Malcolm
Tarn, Frank Gerard
Tate, John Leckenby
Tombleson, Thomas
Unsworth, John William
Vipond, Richard Rowland
Wadsworth, Frederic Arthur
Wagstaff, Algernon De L'Isle, B.A.
Walmsley, Percival Brunsdon
Walton, John Bailey, B.A.
Watts, Edmond
White, Douglas, B.A.
Wing, Arthur Percy
Withers, Thomas
Wright, Holmes
Wright, Thomas William
Wyman, George Broughton, B.A.

CALLS TO THE BAR.

The undermentioned gentlemen were on the 26th ult. called to the bar:—

LINCOLN'S-INN.—Malcolm Martin Macnaghten (certificate of honour, C.L.E., Hilary Term, 1894; Lincoln's-inn Scholarship in International and Constitutional Law and Common Law, 1892), B.A., Cambridge; Charles Samuel Jackson, B.A., Cambridge; Thomas Ernest Saunt; James Donald Mackenzie, University of Edinburgh; Kumar Shri Ramsinhji, B.A., Cambridge; Calvert Hutchinson Swanton, B.A., Oxford; Charles Garnett, B.A., Cambridge; Megalos A. Caloyanni, Avocat de l'Université de Paris; Charles Geake, M.A., Cambridge, Fellow of Clare College; Henry Tindal Methold, LL B., Cambridge; Lewis Noad; William Herbert Ames, B.A., Oxford; and William Richardson Finch.

INNER TEMPLE.—Bertram Keightley, M.A., Cambridge; William Dockar Drysdale, M.A., Oxford; Percy Morris, B.A., Cambridge; Herbert Brent Grotrian, B.A., Oxford; Arthur Pilkington Shaw, B.A., LL.B., Cambridge; Walter John Barnard Byles, B.A., Oxford; John Vaudrey Braddon, B.A., Cambridge; James Francis Buckley, B.A., Oxford; William Joseph Havers, B.A., Oxford; Joseph Clarke Collins, B.A., LL.B., Cambridge; Henry Victor Holden Cawthra, B.A., Toronto; Joseph Frederick Wilson, B.A., Cambridge; Forbes St. John Morrow, B.A., LL B., Dublin; James Muir Hamilton, M.A., Edinburgh; John Garlick, B.A., Cambridge; Walter Andrew Inderwick, B.A., Oxford; Nanabhoy Merwanjee Cowasjee Captain, Cambridge; Arthur Bertram Ridley Wallis, M.A., Oxford; Archibald John Thomas Francis Aitchison, M.A., Oxford; Francis Joseph Threlfall Sharpe, B.A., Cambridge; Lakhim Dass Sawhtoy; Julian William Wellesley Weigall, B.A., Oxford; Thomas Arthur Organ, B.A., Dublin; Frederick Gowdey Heath Chaderton, B.A., Cambridge; and Bomonji Ratanji Bomonji.

MIDDLE TEMPLE.—Thomas Lopdell O'Shaughnessy, one of her Majesty's Counsel in Ireland; John Duncan, Trinity College, Cambridge, B.A., LL.B., double honours, M.A., London University; Hugh Morgan Davidson, M.R.C.S., L.R.C.P., L.S.A., L.M.; Edward Peter Schjott, B.A., St. Catherine's College, Cambridge, honours in Classical and Law Triposes (LL.B. elect); Joseph Victor Amand Esnouf, University of London; Chitla Rangan Das, B.A., Calcutta University; August Rene Lowell; John Philip Grant Howard Ellis; Cecil Murray-Browne; Furdunji Sorabji Jehangir Taleyarkhan, Bombay University; Furdunji Pestanji Taleyarkhan, Elphinstone College; Arjan Singh, Agra College, Allahabad University; Francis William Pixley; Thomas Richard Ryder, B.A., London University; Sayyid Zaheer Uddin Ahmad, B.A., honours, Calcutta University; William John Archer, her Majesty's Consular Service, Siam; and Newton Crane, A.B., M.A., Middletown, United States of America.

GRAY'S-INN.—Edgar Stanford London and Algernon Sidney Poyser.

LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—Jan. 30—Mr. R. Blagden in the chair.—The subject for debate was:—"That the case of *Brocklesby* v. *Temperance Permanent Building Society* (1893, 3 Ch. 131) was wrongly decided." Mr. T. Douglas opened in the affirmative and Mr. Nimmo (in the absence of Mr. C. L. Green) seconded. Mr. Woodhouse opened in the negative and Mr. F. H. Green seconded. The following members also spoke:—Messrs. Pritchard, Tudor-Lay, H. Harcourt, A. E. Clarke, H. E. Miller, Tebbutt. The motion was lost by three votes.

LEGAL NEWS.

APPOINTMENTS.

His Honour Judge PATERSON has been elected Treasurer of the Honourable Society of Gray's-inn for the ensuing year, in succession to Master John Rose, whose term of office will expire on the 2nd of April, 1894.

Mr. FREDERICK W. ATKINSON, solicitor, 30, Finsbury-circus, London, E.C., has had the degree of LL.D. conferred on him by the University of London.

Mr. CHARLES ROGERS, solicitor, 89, Chancery-lane, London, and The Laurels, Balham, has been appointed a Commissioner to administer Oaths.

Mr. GERALD PHILIP REID BURGESS, solicitor, 5, New-inn, W.C., has been appointed a Commissioner for Oaths. Mr. Burgess was admitted in December, 1884.

Mr. THOS. BRAYSHAW, solicitor, Settle, has been appointed a Commissioner for Oaths. Mr. Brayshaw was admitted in July, 1879.

Mr. SAMUEL THOMAS BIGGS, solicitor, 45, Lincoln's-inn-fields, has been appointed a Commissioner for Oaths. Mr. Biggs was admitted in December, 1879.

Mr. JAMES CLARK, solicitor, West Bromwich, has been appointed a Commissioner for Oaths. Mr. Clark was admitted in June, 1885.

Mr. THOS. CLOUGH, solicitor, Blackburn, has been appointed a Commissioner for Oaths. Mr. Clough was admitted in July, 1887.

Mr. ARTHUR EDMUND WEBSTER CHARSLEY, solicitor, Beaconsfield, has been appointed a Commissioner for Oaths. Mr. Charsley was admitted in December, 1887.

Mr. THOMAS CLARKE, solicitor, Fleetwood, has been appointed a Commissioner for Oaths. Mr. Clarke was admitted in July, 1887. He is clerk to Garstang Union and clerk to the Highway Board.

Mr. JOHN CONGREVE, solicitor, Cambridge, has been appointed a Commissioner for Oaths. Mr. Congreve was admitted in December, 1882. He is clerk to the Board of Guardians and clerk to the Assessment Committee.

Mr. WM. CHRISTOPHER CHILD, solicitor, 2, Guildhall-chambers, E.C., has been appointed a Commissioner for Oaths. Mr. Child was admitted in January, 1880.

Mr. EDWARD ALEXANDER COLLINS, solicitor, 240, Edgware-road, W., has been appointed a Commissioner for Oaths. Mr. Collins was admitted in November, 1887.

GENERAL.

The Attorney-General has fixed Saturday, the 7th of April next, at 2 o'clock, for the annual general meeting of the bar. This is the only available day when the circuits are not going on. Notice will be given of the place of meeting.

The *Times* states that some changes are contemplated by which the Crown Office Department and the Associate's Department at the Law Courts, which are now two distinct departments with separate staffs, will shortly be amalgamated and placed under one head.

The president (Mr. F. P. Morrell), the vice-president (Mr. John Hunter), and the Council of the Incorporated Law Society entertained at dinner at their hall on Wednesday evening the Marquis of Salisbury, the Earl of Jersey, the Earl of Rosse, Lord Walsingham, the Bishop of Oxford, Lord Robert Cecil, Sir Francis Jeune, Lord Justice A. L. Smith, Lord Justice Davey, the Right Hon. George Denman, Sir John Mowbray, M.P., Mr. Justice Kekewich, and many other distinguished guests.

The *Daily News* says that Mr. Justice Hawkins, after congratulating the grand jury at Aylesbury on the lightness of the calendar, complained of the discomfort he experienced in the judge's lodgings during the night. He was unable to get into his bedroom owing to the smoke which poured down the antiquated chimney. So far as he was aware, no complaint had been made before, but probably some judges liked smoke. He sought refuge in another room, but that was even worse, and he hardly knew how he got through the night. It was a lucky thing the coroner for the district was not holding an inquest on the bodies of a dead judge and his marshal; but he was glad to say that he and his officers had not perished in the discharge of their duties.

The following are the arrangements made by the judges (Day and Charles, JJ.) for holding the ensuing assizes on the Northern Circuit, viz.:—The commissions will be opened at Appleby on Thursday, February 8; at Carlisle on Saturday, February 10; at Lancaster on Friday, February 16; at Manchester on Wednesday, February 21; and at Liverpool on Friday, March 9. Civil business at Appleby will commence as soon as the criminal business is disposed of; at Carlisle not before 10 o'clock on Tuesday, February 13; at Lancaster not before 11 on Monday, February 19; at Manchester on Thursday, February 22, at 11; and at Liverpool on Saturday, March 10, at 11 o'clock. The trial of special jury causes will commence at Manchester on Saturday, February 24, and at Liverpool on Tuesday, March 13.

At the sitting of the Court of Appeal No. 1 on Tuesday, the Attorney-General, addressing the Master of the Rolls (the whole of the bar standing), said:—My lord, before the business of the court begins, I desire, speaking in the name of the bar of England and expressing the universal feeling of the bar, to be permitted to say how heartily glad we are to see your lordship back again in your accustomed place on the bench, in, as we hope, restored health, health which will enable your lordship to discharge the responsible duties of your high office with the distinction, zeal, and vigour which have characterized your lordship's judicial career. The Master of the Rolls, in reply, said:—Mr. Attorney-General, for the great and unexpected kindness which I have this day received at your hands and through you at the hands of the bar I know not how to thank you all. You all know the feelings which I have always entertained towards the bar. I am one of you, and it is only while sitting in court that I cease, in one sense, to be a member of the bar, but the moment I leave the court we are all fellow barristers, and equal one with another, old and young. I can only say that the kindness you have shewn me to-day has made me very happy.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Monday, Feb. 5	Mr. Rolt	Mr. Pemberton	Mr. Pugh
Tuesday 6	Farmer	Ward	Beal
Wednesday 7	Rolt	Pemberton	Pugh
Thursday 8	Farmer	Ward	Beal
Friday 9	Rolt	Pemberton	Pugh
Saturday 10	Farmer	Ward	Beal
	Mr. Justice Stirling.	**Mr. Justice Kekewich.**	**Mr. Justice Romer.**
Monday, Feb. 5	Mr. Godfrey	Mr. Clowes	Mr. Lavie
Tuesday 6	Leach	Jackson	Carrington
Wednesday 7	Godfrey	Clowes	Lavie
Thursday 8	Leach	Jackson	Carrington
Friday 9	Godfrey	Clowes	Lavie
Saturday 10	Leach	Jackson	Carrington

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, next the Meteorological Office, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

WINDING UP NOTICES.

London Gazette.—FRIDAY, Jan. 26.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BAKER, TUCKERS, & Co, LIMITED—Petn for winding up, presented Jan 23, directed to be heard on Feb 7. Kennedy & Co, Clement's inn, Strand. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Feb 6

BATH BROTHERS, LIMITED—Creditors are required, on or before March 1, to send their names and addresses, and the particulars of their debts or claims, to Mr. Thomas Price, 12, Great George st, Liverpool. Ayrton & Co, Liverpool, solors for liquidator

BRITISH STEEL AND IRON CO, LIMITED—Petn for winding up, presented Jan 24, directed to be heard on Feb 7. Steadman & Co, Old Broad st, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Feb 6

BUCKFASTLEIGH GAS CO, LIMITED—Petn for winding up, presented Jan 23, directed to be heard on Feb 7. Fred Bradley, Mark lane, solor in person. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Feb 6

COAL DISTILLATION CO (COOPER'S PATENTS), LIMITED—Creditors are required, on or before March 10, to send their names and addresses, and particulars of their debts or claims, to Percy G. Thurston, 9, Fenchurch st

HEWETT'S BRICK AND TILE CO, LIMITED—Petn for winding up, presented Jan 24, directed to be heard on Feb 7. Richards, 3, John st, Bedford row, solor for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Feb 6

LOMBARDI & CO, LIMITED—Creditors are required, on or before March 1, to send their names and addresses, and particulars of their debts or claims, to Charles Douglas Napier Grant, 13, Pall Mall East

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

VICTORIA QUILT CO, LIMITED—By an order of the Court, dated Jan 15, it was ordered that the voluntary winding up of the company be continued. Crofton & Craven, Manchester, solors for petners

London Gazette.—TUESDAY, Jan. 30.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

FLAGSTAFF, LIMITED—Creditors are required, on or before March 17, to send their names and addresses, and particulars of their debts or claims, to Frederick Hopkins, 9, New Broad st. Snell & Co, George st, Mansion House, solors for liquidator

HAWKINS HILL CONSOLIDATED GOLD MINING CO, LIMITED—Petn for winding up, presented Jan 27, directed to be heard on Feb 7. Want & Co, 32, Victoria st, Westminster, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Feb 6

NYLSTROOM LAND AND EXPLORATION SYNDICATE, LIMITED—Petn for winding up, presented Jan 22, directed to be heard before Vaughan Williams, J., on Feb 7. Francis & Johnson, 26, Austinfriars, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Feb 6

PATENTS MINING AND FINANCIAL TRUST, LIMITED—Petn for winding up, presented Jan 26, directed to be heard on Feb 7. Mitchell, 110, Cannon st, solor for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Feb 6

PORTSMOUTH AND SOUTHSEA ARMY AND NAVY STORES, LIMITED—Creditors are required, on or before March 9, to send their names and addresses, and the particulars of their debts or claims, to William Edmonds, St James st, Portsmouth. Chamberlayne & Short, Lincoln's inn fields, solors for liquidator

STEEL SLEEPER SYNDICATE, LIMITED, and the NATIONAL ADVERTISING SYNDICATE, LIMITED—Creditors are required, on or before Feb 24, to send their names and addresses, and the particulars of their debts and claims, to Samuel James Colton, care of Aston & Co, 2, Cooper st, Manchester, solors for liquidator

FRIENDLY SOCIETIES DISSOLVED.

BEDWORTH MALE FRIENDLY SOCIETY, National School, Bedworth, Warwick. Jan 20

COURT ST GEORGE, Ancient Order of Foresters Friendly Society, Prince of Wales Inn, Tyldesley, Lancaster. Jan 20

MELBOURNE (DERBYSHIRE) CO-OPERATIVE BOOT AND SHOE MANUFACTURING SOCIETY, LIMITED, Quick close, Melbourne, Derby. Jan 20

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Jan. 19.

CROSS, KEZIA, Sussex rd, Brixton Feb 19 Jones v Croad, North, J Barnard & Taylor, Lincoln's inn fields

CUMBERBATCH, ALICE, Warrington lane, Wigan Feb 16 Charlson v Cumberbatch, Registrar, Liverpool Smith, Harrington st, Liverpool

London Gazette.—TUESDAY, Jan. 23.

ROSS, WILLIAM, Hyde park gardens March 17 Ross v Peterson, Stirling, J Waltons & Co, Leadenhall st

WARD, REGINALD, Lincoln's inn fields, Solicitor Feb 23 Lee v Mander, Chitty, J Watson, New sq, Lincoln's inn

WINGHAM, WALTER, St George's circus, Southwark, Auctioneer. Feb 19. Joyner v Joyner, Chitty, J. Beaumont, Lincoln's inn fields

London Gazette.—FRIDAY, Jan. 26.

CROSSLAND, ROBERT, Bury, Solicitor. Feb 24. Sykes v Mitchell, Registrar, Manchester. Sykes, Manchester

ELLISON, EDWARD, St Helens, Lancaster, Provision Dealer. Feb 24. Ellison v Foster, Registrar, Liverpool. Brewis, St Helens

READ, EDWARD, Southsea, Builder. Feb 28. Eames v Read, North, J. Ponter, New Broad st House

London Gazette.—TUESDAY, Jan. 30.

GAWITH, JOHN EDWARD, Kendal, Tobacco Manufacturer March 1 Wakefield v Gawith, Chitty, J Dobson, Kendal

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Jan. 19.

BAILEY, SARAH ANN, Oakfield crsnt, Spinster Feb 19 Fred Geo Cordwell, Old Serjeants' inn

BARKER, HANNAH, Scarborough, Widow Feb 14 Woodall & Bedwell, Scarborough

BABOUGH, ANNE, Brixton rd, Widow Feb 20 Mason & Edwards, Lincoln's inn fields

BOWERMAN, JOHN, Stroud, Gardener March 1 Winterbotham & Sons, Stroud

CHARSLEY, FREDERICK, Brighton March 1 Robins & Co, Lincoln's inn fields

CRAKE, ROBERT, Clitheroe, Ironfounder Feb 24 Eastham & Holme, Clitheroe

CLAXTON, MARY SIMMS, Burnham Market, Norfolk Feb 18 Fishers, Essex st

COLE, JOHN WILLIAM, King's Bench walk, Barrister at law Feb 23 Cole & Jackson, Essex st

DASHWOOD, WILLIAM, Whippingham Feb 20 Furdell, Ryde

DEWAR, CHARLES PATRICK, Newcastle on Tyne, Saddler Feb 1 Stanford, Newcastle on Tyne

DUDLEY, EMMA, Dorking, Widow Feb 12 Down & Co, Dorking

FLETCHER, WILLIAM, Turnham Green, Gent Mar 1 Marshal, Hammersmith

GILBY, THOMAS, Barnes, Gent Mar 3 Oliver, Gracechurch st

GRIMSHAW, JOHN ATKINSON, Leeds, Artist Feb 17 Denison, Leeds

HALE, MARY ANN MARIA BLAKE, Gloucester, Spinster Mar 1 J L and E T Daniell, Bristol

HARTLEY, MARGARET, Grassington, Widow Feb 1 Brown, Skipton

HIRST, JOSEPH, Bradford, Grocer Feb 17 Freeman, Bradford

HODGKINSON, MARY, Barford, Warwick, Widow Mar 1 Handley & Co, Warwick

KENSHEAD, MARGARET MARY, Hornsey, Spinster Mar 10 Sayer & Cadle, Clifford's inn

LEE, LOUISA ELIZABETH, Mayfair March 5 Williams & James, Norfolk House

LONGMAN, EMANUEL, Marnhull, Dorset Feb 2 Rutter & Rutter, Wincanton

LOW, EDMUND, Wimborne Minster, Dorset, Gent Feb 28 Dibben, Wimborne

MACNAY, JOHN EDWARD, Newcastle on Tyne, Esq Feb 28 Chandler, Bishopsgate s Within

MINNS, DAVID, Heigham, Norwich, Butcher March 1 Sadd & Bacon, Norwich

PHILLIPS, JOSEPH, Okeford Fitzpaine, Dorset, Cheese Factor Feb 21 Dashwood, Sturminster

POLLARD, HANNAH, Manchester, Widow Feb 28 Ogden, Manchester

PORCHERON, ANTOINE EMILE, Cambridge, Livery Stable Keeper March 1 Squires, Cambridge

RECKENZAUN, ANTHONY, Stockwell, Electrician Feb 24 Morse, Fenchurch avenue

ROACH, ROBERT, Towednack, Cornwall, Grocer March 1 Trythall & Bodilly, Penzance

ROBINSON, EDIZA, Southport, Widow March 3 Harrison & Co, Wakefield

ROGERS, WILLIAM, Brighton, Engineer Feb 28 Cooper & Co, Birchin lane

SCOTT, EDMUND, Torquay, Yeoman Feb 20 Kitson & Co, Torquay

SETTLE, HANNAH, Coventry, Widow Feb 24 Browetts, Coventry

SINGH, His Highness the Maharajah DULEEP, Thetford March 1 Farrer & Co, Lincoln's inn fields

SMITH, JOHN, Huntingdon, Butcher Feb 19 Hunnybun & Sons, Huntingdon

SMITH, MARY HORDEN, Spalding, Widow Feb 19 Scott & Cooper, Hull

SWAINE, HENRY EDWARD, Halifax, Gent Feb 1 Foster, Halifax

SYER, Rev THOMAS, Bedford Feb 19 Starling & Wright, Gray's inn sq

TAPSCOTT, GEORGE, Bristol, Publican March 15 Barnard, Bristol

TAYLOR, CHARLOTTE KITCHIN, Walthamstow, Spinster March 3 Oliver, Gracechurch street

TOLLADY, WILLIAM JOHN, Lower Clapton, Gent March 1 George Kebbell & Miller, Gracechurch st

TOMPKINS, GEORGE DANIEL, Camberwell New rd, Clerk March 5 Watkins, Camberwell New rd

TURNER, SUSANNA, Winforton, Hereford, Spinster Feb 21 Humphreys, Hereford

VENABLES, ALFRED, Wimbledon Park, Gent, Banker May 1 George Kebbell & Miller, Gracechurch st

WATTS, JAMES, Seend, Farmer Feb 22 Norris & Hancock, Devizes

WILLIAMS, FRANCES, West Brighton Feb 22 Woodcock & Co, Bloomsbury sq

WILSON, SARAH, Wrelton, Yorks, Spinster Feb 17 Whitehead, Pickering

London Gazette—TUESDAY, Jan. 23.

ATKINSON, JAMES, Cliburn, Westmrld, Esq Jan 26 E & E A Heelis, Appleby

BEHREND, HENRY, Norfolk crsnt, Physician March 5 Solomon, Cheapside

BIGG-WITHER, SOPHIA DIXON, Brighton, Widow Feb 24 Stubbs, Bedford row

BOYD, Major WALTER, Pall Mall Feb 28 Lawrence & Co, New sq

BREEDON, ELIZABETH JULIA, Pangbourne, Widow Feb 28 H & C Collins, Reading

BURGESS, MARY, Camberwell New rd, Spinster Feb 28 Cooper & Bate, Portman st

BURROUGHS, THOMAS JOHN, Crondall, Southampton, Esq Feb 22 Gosset & Sons, Finsbury pavement

BUSSELL, WILLIAM JOHN, Winchester, Clerk in Holy Orders Mar 25 Renshaw & Co, Suffolk lane

CAMPBELL-JOHNSTON, FRANCIS ELLEN, St George's sq, Widow Feb 28 Lee & Co, Westminster

COLERIDGE, WILLIAM, Kingston upon Hull, Mariner Jan 31 Axe, Hull

COLEMAN, LAURA, Highbury New Park, Widow Feb 24 Stubbs, Bedford row

CORRINGTON, WILLIAM, Holly Hall, Worcs Feb 24 Ward, Dudley

DICKINSON, ELIZABETH, Arnside, Widow March 1 Arnold & Greenwood, Kendal

DOWNING, ELIZA DEBORAH, Milnthorpe, Westmorland, Spinster March 1 Arnold & Greenwood, Kendal

EDEN, WILLIAM, Blackden, Chester, Farmer March 23 Hand, Macclesfield

ELLIS, MARY, Liverpool, Widow March 1 T. J. Smith & Son, Liverpool

EVERED, ELIZA, North Petherton, Somerset March 24 Brice, Bridgwater

FAWCETT, SARAH ANN, Darlington, Spinster Feb 12 Lucas & Co, Darlington

FOWLER, WILLIAM, Erdington, Traveller Feb 20 Parr & Hasell, Birmingham

GIBSON, WILLIAM COLVILLE, Newcastle on Tyne Feb 27 Ingledew & Co, Newcastle upon Tyne

HALL, HANNAH, Liverpool, Widow Feb 28 Suter, Liverpool

HOPE, ALEXANDER, Adlington, Lancaster, Builder March 7 Morris, Chorley

HORNBY, RICHARD, Blackpool, Cab Proprietor March 2 Read, Blackpool

JARDINE, JAMES, Alderley Edge, Chester, Esq March 1 Earle & Co, Manchester

JENKINSON, CHARLES, Sheffield, Slate Merchant March 3 Alfred Taylor & Co, Sheffield

KING, JOHN, Compton, Surrey, Esq Jan 29 R. B. & T. B. Mellersh, Godalming

KIRK, THOMAS, Market Weighton, York, Fellmonger March 1 Burland & Macturk, South Cave

LEES, WILLIAM JAMES, Beckenham, Esq February 24 Stubbs, Bedford row

LONGDON, ALFRED, New Broad st, Esq March 1 Maples & Co, Old Jewry

MAASS, ALEXANDER, Sidcup, Clerk March 1 Lattey & Hart, Bishopsgate

MOORE, JOHN WILLIAM, Merstham, Surrey, Licensed Victualler Feb 17 Smith, Reigate

MORGAN, DAVID, Brynmaur, Tailor March 26 Powell, Brynmaur

PAGAN, EMILY GRACE, Harrow, Widow Feb 17 Arthur Bailey & Son, Bolton

PARKER, SARAH, Sherborne, Spinster Feb 14 Bartlett & Son, Sherborne
PARRY, OWEN LAUD, Tonbridge, Fruiterer Feb 13 Preston, Tonbridge
PARSONS, JOHN, Bridgewater, Surgeon March 24 Brice, Bridgewater
POLE, RICHARD, Reading, Clerk in Holy Orders Feb 23 H & C Collins, Reading
POTTER, WILLIAM, Paper bldgs, Queen's Counsel Feb 21 Crossman & Prichard, Theobald's rd
REID, JOHN RAMSAY, Kensington, Barrister at Law Mar 1 Vallance & Vallance, Essex street
RENTON, ANDREW, Todhill, Northumbrld, Farmer Mar 6 Wilkinson & Marshall, Newcastle on Tyne
RICHMOND, MARY, Saltburn by the Sea, Spinster Mar 7 H & J R Wood, York
SMITH, THOMAS, Leigh, Gent Feb 12 Marsh & Co, Leigh
SMITH, LUCY, Long Benton, Northumbrld, Spinster March 6 Wilkinson & Marshall, Newcastle on Tyne
SMYTH, CATHERINE, Brompton, Spinster March 18 Hands, Warnford ct
STEEL, Rev ROBERT, North Sydney, N S W Feb 23 Morse, Fenchurch avenue
TAYLOR, THOMAS, New Malton, York, Grocer March 1 Hugh W & R Pearson, Malton
TAYLOR, WILLIAM ROBERTS, Henbury, Glos, Farmer Feb 28 Day, Bristol
WATSON, THOMAS TILLOTSON, Tong Feb 17 Newell, Bradford
WHITAKER, BENJAMIN, Hessle, York, Esq March 31 Wilson & Sons, Hull
WILSON, MARGARET ELIZABETH, Albemarle st, Widow Feb 23 Blunt & Co, Gresham st
WOLRYCHE-STANSFELD, ISABEL DAMARIS, Leamington, Widow Feb 28 Stansfeld, Halifax
WOODBY, ANN, Bath March 25 Chesterman, Bath

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Jan. 26.

RECEIVING ORDERS.

ALLAN, GEORGE, Durham, Saddler Durham Pet Jan 20 Ord Jan 20
BARKER, HARRY, Calverley, Yorks, Joiner Bradford Pet Jan 23 Ord Jan 23
BARROW, THOMAS, Calverley, Yorks, Grocer Bradford Pet Jan 23 Ord Jan 23
BARWICK, SETH, Keighley, Yorks, Stonemason Bradford Pet Jan 24 Ord Jan 24
CHESTER, GEORGE FREDERICK, Earl's Court, Company Promoter High Court Pet Nov 18 Ord Jan 23
CLIFF, JOHN, North Ashton, Lancs, Engineer Wigan Pet Jan 20 Ord Jan 20
COURTNEY, ALBERT, Stepney, Refreshment house Keeper High Court Pet Jan 24 Ord Jan 24
DAVIES, RICHARD BURT, Mumbles, Glam, Confectioner Swansea Pet Jan 24 Ord Jan 24
DEWS, GEORGE, and WILLIAM DEWS, Huddersfield, Coal Merchants Huddersfield Pet Jan 23 Ord Jan 23
GOLSWORTHY, ARNOLD, West Hampstead, Journalist High Court Pet Jan 23 Ord Jan 23
GRAY, NOAH, Millbrook, Cornwall, Baker Plymouth Pet Jan 24 Ord Jan 24
HARRY, CHARLES HENRY, Plymouth, Haulier Plymouth Pet Jan 23 Ord Jan 23
HERDSON, CHARLES HERBERT, Pontypridd, Gasworks Manager Pontypridd Pet Jan 22 Ord Jan 22
HICKIN, THOMAS, Upper Gornal, Staffs, Baker Dudley Pet Jan 9 Ord Jan 9
HIMMENS & PRIOR, Southsea, Hosiers Portsmouth Pet Jan 20 Ord Jan 20
HODGE, JEANNIE, Maidenhead Windsor Pet Dec 21 Ord Jan 20
JENNINGS, JAMES, Carmarthen, Tobacconist Carmarthen Pet Jan 23 Ord Jan 23
JOHNSON, HENRY ALFRED, Gorleston, Suffolk, Butcher Gt Yarmouth Pet Jan 22 Ord Jan 22
JONES, JOHN, Swansea, Tailor Swansea Pet Jan 23 Ord Jan 23
LITTLE, HERBERT, Ross, Coachbuilder Hereford Pet Jan 24 Ord Jan 24
LUFT, NATHAN JACOB, Manchester, Smallware Dealer Manchester Pet Jan 22 Ord Jan 22
MARTEN, JOHN WALTER, Worthing, Furniture Dealer Brighton Pet Jan 23 Ord Jan 23
MARTIN, SAMUEL HOWROYD, Hatton garden High Court Pet Jan 23 Ord Jan 23
NIXON, SAMUEL, Innkeeper High Court Pet Dec 5 Ord Jan 24
PARKER & Co, High Holborn, Photographers High Court Pet Jan 4 Ord Jan 24
PICKWELL, FRANCES, Castleford, Coal Merchant Wakefield Pet Jan 23 Ord Jan 23
PILLING, HANNAH, Kendal, Cartwright Kendal Pet Jan 24 Ord Jan 24
PINNELL, JAMES, Cardiff, Ironmonger Cardiff Pet Jan 23 Ord Jan 23
PORTER, CHARLES, York, Grocer York Pet Jan 21 Ord Jan 24
PRATT, HENRY CRONIN, Sudbury, Suffolk, Printer Colchester Pet Jan 4 Ord Jan 23
REYNOLDS, ROBERT JAMES, Brighton, Cycle Agent Brighton Pet Jan 11 Ord Jan 23
RICHARDS, DAVID, Aberdare Junction, Builder Pontypridd Pet Jan 20 Ord Jan 20
ROTHERHAM, SAMUEL CHARLES, Nottingham, Grocer Nottingham Pet Jan 23 Ord Jan 23
RUSSELL, JOHN, Kingston upon Hull, Bricklayer Kingston upon Hull Pet June 29, 1896 Ord Jan 22
SMITH, REGINALD, Kensington, Clerk High Court Pet Jan 23 Ord Jan 23
ST. JOHN, OLIVER, Little Shelford, Brewer Cambridge Pet Jan 24 Ord Jan 24
TARABOCHIA, TOMASO GIOVANNI, Swansea, Shipowner Swansea Pet Jan 10 Ord Jan 22
TURNER, JOHN, Middlesborough, Stationer Stockton on Tees Pet Jan 23 Ord Jan 23
WALDEN, ARTHUR FORSTER, Surbiton, Auctioneer Kingston, Surrey Pet Jan 22 Ord Jan 22
WARREN, SUSAN, King's Nympton, Farmer Barnstaple Pet Jan 23 Ord Jan 23
WINTER, WALTER CHARLES, Bristol, Outfitter Bristol Pet Jan 23 Ord Jan 23
WOOTTON, ANN, Walsall, Wholesale Harness Manufacturer Walsall Pet Jan 20 Ord Jan 20

FIRST MEETINGS.

ALLATT, ANTHONY HELM, Wednesbury, Grocer Feb 8 at 11.30 Off Rec, Walsall
BABCOCK, GEORGE WALTER, Newport Pagnell, Market Gardener Feb 3 at 12.30 County Court bldgs, Northampton
BLADES, WILLIAM CHARLES, Crowle, Carriage Builder Feb 5 at 3 Off Rec, Fig tree lane, Sheffield
BOGG, WILLIAM, Bemborough gdns, Tobacconist Feb 2 at 12 Bankruptcy bldgs, Carey st
BRADLEY, GEORGE HENRY, Manchester, Baker Feb 8 at 3 Ogden's chmbrs, Bridge st, Manchester
BROOKS, LEVI, Coalville, Music Seller Feb 2 at 12.30 Off Rec, 1, Berridge st, Leicester
CARR, THOMAS HAY, Horsforth Feb 2 at 11 Off Rec, 22, Park row, Leeds
CLIFF, JOHN, North Ashton, Engineer F.b 3 at 10.30 16, Wood st, Bolton
CRESTMAN, ISABELLA, Hampstead rd, Cabinet Maker Feb 2 at 2.30 Bankruptcy bldgs, Carey st
CRITOPH, WILLIAM BARNARD, Norwich, Butcher Feb 2 at 12.30 Off Rec, 8, King st, Norwich
CUBITT, GEORGE, Reigham, Norwich Feb 2 at 4 Off Rec, 8, King st, Norwich
DAVIES, WILLIAM ARTHUR, Nantcaredig, Grocer Feb 3 at 11 Off Rec, 11, Quay st, Carmarthen
DRIGHTON, RICHARD THOMAS MASON, Poulton le Fylde, Engineer Feb 16 at 2.30 Off Rec, 14, Chapel st, Preston
DE VECCHI, S E, St George's Terrace Feb 5 at 12 Bankruptcy bldgs, Carey st
DEWS, GEORGE, and WILLIAM DEWS, Huddersfield, Coal Merchants Feb 6 at 11 Off Rec, 6, Queen st, Huddersfield
EDWARDS, HARRIETT, Dovercourt, Butcher Feb 3 at 12 Gt Eastern Hotel, Harwich
ETHERIDGE, L, Rochester row, Builder Feb 6 at 11 Bankruptcy bldgs, Carey st
EVANS, JOHN, Bangor, Slate Loader Feb 3 at 12 Railway Hotel, Bangor
EWING, JOHN, Gt Foringland, Bricklayer Feb 2 at 1 Off Rec, 8, King st, Norwich
FAWCETT, FREDERICK, Ripon, Auctioneer Feb 5 at 11.30 Court house, Northallerton
GREEN, GEORGE, Panton st, Bootmaker Feb 2 at 2.30 Bankruptcy bldgs, Carey st
GRIEVES, THOMAS, Blyth, Northumbrld, Clothier Feb 5 at 11.30 Off Rec, Pink lane, Newcastle on Tyne
HALL, HENRY, Tunstall, Cratemaker Feb 2 at 11.15 Off Rec, Newcastle under Lyme
HARRISON, ROBERT, Kirbymoorside, Farmer Feb 5 at 11.30 Court house, Northallerton
HILL, JAMES, Nottingham, Framesmith Feb 3 at 11 Off Rec, St Peter's Church walk, Nottingham
HIORNS, PERCIVAL, Church Handborough, Baker Feb 3 at 3 1, St Aldate's, Oxford
HOLWAY, FREDERICK PETER, Swansea, Builder Feb 3 at 12 Off Rec, 31, Alexandra rd, Swansea
HOSKINS, HUBERT, Chepstow, Innkeeper Feb 2 at 12 Off Rec, Gloucester Bank chmbrs, Newport, Mon
JEFFRIES, JOSEPH, Leicester, Confectioner Feb 5 at 3 Off Rec, 1, Berridge st, Leicester
JOHNSON, ISAAC, Bow Feb 2 at 11 Bankruptcy bldgs, Carey st
JONES, WILLIAM, Llanystumdwy, Farmer Feb 23 at 2.15 Police Court, Portmadoc
LUCAS, HUBERT EVELYN BERNARD, Vauxhall Bridge rd Feb 5 at 2.30 Bankruptcy bldgs, Carey st
LUKER, ELIZA LOUISA, Bootle Feb 5 at 2 Off Rec, 35, Victoria st, Liverpool
LYNN, ESTHER, Tunbridge Wells, Ladies' Outfitter Feb 2 at 11.30 Off Rec, 24, Railway app, London Bridge
MARLOW, WILLIAM, Nottingham, China Dealer Feb 3 at 12 Off Rec, St. Peter's Church walk, Nottingham
MARSLAND, WILLIAM, Stockport, Dyer Feb 2 at 11.30 Off Rec, County chmbrs, Market pl, Stockport
MILLER, JAMES GORDON, Little Thurlow, Captain Feb 2 at 12 Off Rec, 5, Petty Cury, Cambridge
OAKES, ELIZABETH, Leicester, House Furnisher Feb 2 at 3 Off Rec, 1, Berridge st, Leicester
ORAM, EDWIN, Bristol, Boot Manufacturer Feb 7 at 12.30 Off Rec, Bank chmbrs, Corn st, Bristol
PARTRIDGE, WILLIAM DICKENS, Richmond, Baker Feb 2 at 3 Off Rec, 24, Railway app, London Bridge
PHILLIPS, PHILIP, Cardiff, Clothier Feb 2 at 2.30 Off Rec, Bank chmbrs, Corn st, Bristol
PORTER, CHARLES, York, Grocer Feb 8 at 12.15 Off Rec, York
REES, DAVID, Llandyfriog, Cardiganshire, Grocer Feb 3 at 12.30 Off Rec, 11, Quay st, Carmarthen
RIDINGS, WILLIAM COLLINSON, Stockport, Music Seller Feb 7 at 3 Off Rec, 35, Victoria st, Liverpool
RITSON, DANIEL GATES, New Malden, Traveller Feb 2 at 12 30 Off Rec, 24, Railway approach, London Bridge
SCOTT, CHARLES TURNER, Norwich, Upholsterer Feb 2 at 12 Off Rec, 8, King st, Norwich
SHEPHERD, WILLIAM, Oldham, Draper Feb 2 at 10 Off Rec, Bank chmbrs, Queen st, Oldham
SIMPKIN, JOSEPH WILLIAM, Syston, Leics, out of business Feb 5 at 11 Off Rec, 22, Park row, Leeds
SMITH, BENJAMIN THOMAS, Leonard Stanley, Glos, Cooper Feb 3 at 3 Off Rec, 15, King st, Gloucester
STACEY, JAMES, Bristol, Cycle Agent Feb 7 at 12 Off Rec, Bank chmbrs, Corn st, Bristol
STROUD, JOHN THOMAS, Grimsby, Fisherman Feb 2 at 11 Off Rec, 15, Osborne street, Gt Grimsby
SUTTON, JOHN, Swansea, Sculptor Feb 2 at 12 Off Rec, 31, Alexandra rd, Swansea
TARBEAUX, F B, Stanhope gdns Feb 5 at 12 Bankruptcy bldgs, Carey st
THOWBRIDGE, HARRY, Shillingstone, Mason Feb 2 at 12.30 Off Rec, Salisbury
TUCKER, JOHN, West Harptree, Baker Feb 7 at 11.30 Off Rec, Bank chmbrs, Corn st, Bristol
WAGSTAFF, WILLIAM, Heaton Norris Feb 2 at 12.30 Off Rec, County chmbrs, Market pl, Stockport
WARD, ABRAHAM, Horham, Farmer Feb 6 at 12 Off Rec, 36, Princes st, Ipswich
WELLS, ALFRED GEORGE, East Dereham, Boot Dealer Feb 2 at 3 Off Rec, 8, King st, Norwich
WHITTON, JAMES, Leeds, Tailor Feb 2 at 12 Off Rec, 26, Park row, Leeds
WILLIAMSON, FREDERICK HAYWARD, Banbury, Baby Carriage Manufacturer Feb 6 at 12.30 County Court, Banbury
WILLSHER, ROBERT, St Leonards on Sea, late Farmer Feb 5 at 12.30 Young & Son, Bank bldgs, Hastings
WINTER, WALTER CHARLES, Bristol, Outfitter Feb 7 at 1 Off Rec, Bank chmbrs, Corn st, Bristol

ADJUDICATIONS.

BARKER, HARRY, Calverley, Yorks, Joiner Bradford Pet Jan 23 Ord Jan 23
BARROW, THOMAS, Calverley, Yorks, Grocer Bradford Pet Jan 23 Ord Jan 23
BARWICK, SETH, Keighley, Yorks, Stonemason Bradford Pet Jan 24 Ord Jan 24
BOGG, WILLIAM, Bemsborough gdns, Tobacconist High Court Pet Jan 17 Ord Jan 22
BOWNESS, WILLIAM DAWSON, Tottenham, Upholsterer Edmonton Pet Jan 2 Ord Jan 23
CLIFF, JOHN, North Ashton, Engineer Wigan Pet Jan 20 Ord Jan 20
COHEN, SAMUEL, Hoxton, Jeweller High Court Pet Dec 18 Ord Jan 20
CRANSHAW, JAMES, Manchester, Electrical Engineer Manchester Pet Oct 27 Ord Jan 22
CRESTMAN, ISABELLA GERTRUDE FRANCES, Hampstead rd, Cabinet Maker High Court Pet Jan 20 Ord Jan 20
CROMACK & BATHURST, Hemel Hempstead, Oilmen St Albans Pet Jan 18 Ord Jan 18
DAVIES, RICHARD BURT, Mumbles, Glam, Confectioner Swansea Pet Jan 24 Ord Jan 24
EDWARDS, HARRIETT, Dovercourt, Butcher Colchester Pet Jan 5 Ord Jan 24
ELLIOTT, RICHARD HENRY, Torquay, Saddler Exeter Pet Jan 12 Ord Jan 24
FISHER, PHILIP, Brighouse, Licensed Victualler Halifax Pet Jan 8 Ord Jan 22
GREAVES, THOMAS, Morley, Yorks Dewsbury Pet Jan 15 Ord Jan 20
GREEN, GEORGE, Panton st, Bootmaker High Court Pet Jan 6 Ord Jan 22
HAINES, THOMAS, Folkestone, Plumber Canterbury Pet Dec 28 Ord Jan 22
HARRISON, GEORGE THOMAS, Halifax, Auctioneer Halifax Pet Jan 17 Ord Jan 24
HARRY, CHARLES HENRY, Plymouth, Haulier Plymouth Pet Jan 23 Ord Jan 23
HERDSON, CHARLES HERBERT, Pontypridd Pontypridd Pet Jan 22 Ord Jan 22
HICKIN, THOMAS, Upper Gornal, Baker Dudley Pet Jan 9 Ord Jan 9
HIMMENS & PRIOR, Southsea, Hosiers Portsmouth Pet Jan 19 Ord Jan 20
HIORNS, PERCIVAL, Church Hamborough, Baker Oxford Pet Jan 9 Ord Jan 22
JENNINGS, JAMES, Carmarthen, Tobacconist Carmarthen Pet Jan 23 Ord Jan 23
JOHNSON, HENRY ALFRED, Gorleston, Butcher Great Yarmouth Pet Jan 21 Ord Jan 22
JOHNSON, ISAAC, Bow High Court Pet Jan 10 Ord Jan 22
JONES, JOHN, Swansea, Tailor Swansea Pet Jan 23 Ord Jan 23
KELLA, RICHARD, Ystradyfodwg, Glam, Builder Cardiff Pet Jan 3 Ord Jan 3
LITTLE, HERBERT, Ross, Coachbuilder Hereford Pet Jan 24 Ord Jan 24
LYDGATE, ROBERT, Hastings, Schoolmaster Hastings Pet Jan 17 Ord Jan 20
LUFT, NATHAN JACOB, Manchester, Smallware Dealer Manchester Pet Jan 22 Ord Jan 22
MAPLESTON, THOMAS NEWTON, Stoke Newington, Merchant High Court Pet Dec 7 Ord Jan 22
MARTEN, JOHN WALTER, Worthing, Furniture Dealer Brighton Pet Jan 23 Ord Jan 24
MCCORMICK, FREDERIC HENRY JOHN, Ilkeston Derby Pet Dec 9 Ord Jan 22
NICHOLLS, RICHARD, Kingston, Builder Kingston, Surrey Pet Jan 9 Ord Jan 22
PICKWELL, FRANCES, Castleford, Coal Merchant Wakefield Pet Jan 23 Ord Jan 23
PILLING, HANNAH, Kendal, Cartwright Kendal Pet Jan 24 Ord Jan 24
PINNELL, JAMES, Cathays, Cardiff, Glam, Ironmonger Cardiff Pet Jan 23 Ord Jan 23
PITTMAN, THOMAS, Covent Garden, Salesman High Court Pet Nov 23 Ord Jan 22
PORTER, CHARLES, York, Grocer York Pet Jan 23 Ord Jan 24
PRESTON, DAWSON, Bromley by Bow, Grocer High Court Pet Jan 11 Ord Jan 23

REYNOLDS, ROBERT JAMES, Brighton, Cycle Agent Brighton Pet Jan 9 Ord Jan 23
RICHARDS, DAVID, Aberdare Junction, Builder Pontypridd Pet Jan 18 Ord Jan 20
ROBINS, WILLIAM JOHN, Exeter, Coal Merchant Exeter Pet Dec 21 Ord Jan 24
ROTHERHAM, SAMUEL CHARLES, Nottingham, Grocer Nottingham Pet Jan 23 Ord Jan 23
SHEARING, WILLIAM ALFRED, Dalmeny rd, Bookseller High Court Pet Nov 25 Ord Jan 23
SMITH, REGINALD, Sinclair rd, Clerk High Court Pet Jan 23 Ord Jan 23
STEVENSON, ROBERT, Preston, Woollen Draper Preston Pet Dec 8 Ord Jan 22
STEVENS, CATHERINE MARIA, Bournemouth, Court Milliner Poole Pet Nov 14 Ord Jan 23
TURNER, JOHN, Middlesborough, Stationer Stockton on Tees Pet Jan 23 Ord Jan 23
WAGSTAFF, WILLIAM, Heaton Norris Stockport Pet Jan 19 Ord Jan 23
WARREN, SUSAN, King's Nympton, Farmer Barnstaple Pet Jan 23 Ord Jan 23
WILLIAMSON, FREDERICK HAYWARD, Banbury Banbury Pet Jan 15 Ord Jan 24
WINTER, WALTER CHARLES, Bristol, Outfitter Bristol Pet Jan 23 Ord Jan 24

ADJUDICATION ANNULLED.

BOARDMAN, JOHN, St Helens, Lancashire, Corporation Labourer Liverpool Adjud Dec 6 Annul Jan 19

London Gazette—TUESDAY, Jan. 30.

RECEIVING ORDERS.

ACKROYD, OLIVER, Baildon, Yorks, Stock Broker Bradford Pet Jan 12 Ord Jan 25
ARSCOTT, GEORGE, Crediton, Baker Exeter Pet Jan 27 Ord Jan 17
BERNARD, CHARLES ALFRED, New North rd High Court Pet Jan 25 Ord Jan 25
BLACKHAM, JOSEPH HENRY, Birmingham, Builder Birmingham Pet Jan 25 Ord Jan 25
BROAD, WILLIAM, Euston rd High Court Pet Jan 27 Ord Jan 27
CARR, WILLIAM HENRY, Bradford, Woollen Merchant Bradford Pet Jan 13 Ord Jan 25
COOPER, JAMES, Southsea, Lodging house Keeper Portsmouth Pet Jan 10 Ord Jan 25
COULSON, JABEZ, Newport, Jeweller Newport, Mon Pet Jan 26 Ord Jan 26
DYSON, ARTHUR JAMES, Old Kent rd, Coffee house Keeper High Court Pet Jan 26 Ord Jan 26
EYRE, ARTHUR, Reading, Cattle Dealer Reading Pet Jan 26 Ord Jan 26
FLINT, WALTER, Eastleigh, Hants, Army Pensioner Dorchester Pet Jan 25 Ord Jan 25
FROST, ELIJAH, London Colney, Herts, Machinist St Albans Pet Jan 23 Ord Jan 23
FULFORD, WILLIAM JAMES, Stourbridge, Licensed Victualler Stourbridge Pet Jan 22 Ord Jan 22
GARSIDE, GEORGE, Huddersfield, Mechanic Huddersfield Pet Jan 24 Ord Jan 24
GORDON, ALFRED, Brighton, Company Promoter High Court Pet Jan 6 Ord Jan 26
HADWIN, HARRY, JAMES HENRY TAYLOR, and ERNEST WILLIAM AUTEY, Huddersfield, Timber Merchants Huddersfield Pet Jan 25 Ord Jan 25
HANCOCK, THOMAS HENRY, Redruth, Builder Truro Pet Jan 26 Ord Jan 27
HARDY, BAILEY, Sheffield, Coal Dealer Sheffield Pet Oct 17 Ord Jan 25
HARRHY, EVAN, Llantillio Pertholoy, Mon, Miller Tredegar Pet Jan 26 Ord Jan 29
HEATH, ALFRED CHARLES, Kidderminster, Draper Kidderminster Pet Jan 23 Ord Jan 23
LAWRENCE, JOHN, Sheffield, Builder Sheffield Pet Dec 29 Ord Jan 25
LLOYD, THOMAS JAMES, Clewer, Berks, Builder Windsor Pet Jan 24 Ord Jan 24
LUBBOCK, THEODORE, Bucklersbury, Auctioneer High Court Pet Jan 5 Ord Jan 26
LUND, GEORGE HENRY, Leeds, Fruit Merchant Leeds Pet Jan 25 Ord Jan 25
MELLOR, JOHN F, Manchester, Baker Manchester Pet Jan 19 Ord Jan 26
PAIN, JOSEPH, Holloway, Butcher High Court Pet Jan 27 Ord Jan 27
PARKINSON, ROBERT, Barrow in Furness, Grocer Ulverston Pet Jan 25 Ord Jan 25
POOLEY, ALBERT FREDERICK, Penzance, Furniture Dealer Truro Pet Jan 27 Ord Jan 27
RICHARDS, HENRY, Birmingham, Butcher Birmingham Pet Jan 26 Ord Jan 26
RICKELLS, JOHN EASTON, Ulceby, Tailor Gt Grimsby Pet Jan 25 Ord Jan 25
ROBERTS, HARRY, Manchester, Cabinet Maker Manchest r Pet Jan 25 Ord Jan 25
ROWLEY & MAW, Newcastle on Tyne, Fruit Shippers Newcastle on Tyne Pet Jan 27 Ord Jan 27
RUFFLE, ROBERT BLACKMAN, Wickham St Paul, Farmer Colchester Pet Jan 26 Ord Jan 26
SALTER, THOMAS, Kidderminster, Wheelwright Kidderminster Pet Jan 22 Ord Jan 22
SHELLY, JOHN FREDERICK, Mincing lane, Tea Broker High Court Pet Jan 26 Ord Jan 26
SMITH, ALFRED, Eiland, Greengrocer Halifax Pet Jan 27 Ord Jan 27
SPARK, JAMES, Brixham, Carpenter Plymouth Pet Jan 25 Ord Jan 25
SRODZINSKI, SARAH ANNE, Torquay, Furniture Dealer Exeter Pet Jan 26 Ord Jan 26
STEAD, JOHN, Ludlow, Clothier Leominster Pet Jan 26 Ord Jan 26
STRUTT, SOPHIA, Chelsworth, Widow Ipswich Pet Jan 25 Ord Jan 25
TINKLER, JOHN EDWARD, Wigmore st, Bookseller High Court Pet Jan 25 Ord Jan 25
TUCKER, HENRY, Derby, Baker Derby Pet Jan 24 Ord Jan 25
WAINWRIGHT, JOHN, Birmingham, House Furnisher Birmingham Pet Jan 26 Ord Jan 26
WAKEFORD, JOHN, Winchester, Innkeeper Winchester Pet Jan 26 Ord Jan 26
WOLFE & HAMMOND, Birmingham, Boot Manufacturers Birmingham Pet Jan 22 Ord Jan 22
WHELAN, JOHN, Hoole, Surveyor Chester Pet Jan 27 Ord Jan 27
WRIGHT, MARY, Luton, Schoolmistress Luton Pet Jan 26 Ord Jan 26

FIRST MEETINGS.

BARKER, HARRY, Calverley, Yorks, Joiner Feb 7 at 12 Off Rec, 31, Manor row, Bradford
BARROW, THOMAS, Calverley, Yorks, Grocer Feb 7 at 11 Off Rec, 31, Manor row, Bradford
BARWICK, SETH, Keighley, Yorks, Stonemason Feb 8 at 11 Off Rec, 31, Manor row, Bradford
BERRY, JOHN, Padiham, Shoemaker Feb 15 at 1.30 Exchange Hotel, Nicholas st, Burnley
BLACKWELL, ALFRED, Eastbourne, Gardener Feb 8 at 11 Coles & Sons, Seaside rd, Eastbourne
COOK, ALBERT, Northampton Feb 7 at 12.30 County County bldgs, Northampton
COOKE, WALTER, Wimbledon, Grocer Feb 7 at 12.30 Off Rec, 24, Railway approach, London Bridge
COOPER, JAMES, Southsea, Lodging house Keeper Feb 7 at 3 Off Rec, Cambridge Junction, High st, Portsmouth
GARSIDE, GEORGE, Huddersfield, Mechanic Feb 7 at 11 Off Rec, 6, Queen st, Huddersfield
GIDDINGS, EDWARD HENRY, Newport, I W, Tobacconist Feb 7 at 2.30 19, Quay st, Newport, I W
GOLSWORTHY, ARNOLD, W Hampstead, Journalist Feb 6 at 2.30 Bankruptcy bldgs, Carey st
GRAY, NOAH, Millbrook, Cornwall, Baker Feb 8 at 11.30 10, Athenæum ter, Plymouth
HADWIN, HARRY, JAMES HENRY TAYLOR, & ERNEST WILLIAM AUTEY, Huddersfield, Timber Merchants Feb 8 at 3 Off Rec, 6, Queen st, Huddersfield
HARRY, CHARLES HENRY, Plymouth, Haulier Feb 8 at 11 10, Athenæum ter, Plymouth
HEY, STEPHEN, Burnley, Fishmonger Feb 15 at 2.30 Exchange Hotel, Nicholas st, Burnley
HIMMENS & PRIOR, Southsea, Hosiers Feb 6 at 3 Off Rec, Cambridge Junction, High st, Portsmouth
HOWARTH, ISAAC, Manchester, Butcher Feb 6 at 3 Ogden's chmbrs, Bridge st, Manchester
HUDDLESTON, ROBERT HENRY, New Shildon, Joiner Feb 7 at 3 Off Rec, 25, John st, Sunderland
HUSBURN, ARTHUR, Wallington Feb 7 at 11.30 24, Railway approach, London Bridge
JACKSON, E A, Homerton Feb 6 at 12 Bankruptcy bldgs, Carey st
JONES, TIMOTHY, Swansea, Builder Feb 6 at 12 Off Rec, 31, Alexandra rd, Swansea
JOYCE, BENJAMIN, High Roothing, Dealer Feb 8 at 3 Off Rec, 95, Temple chmbrs, Temple avenue
LORD, SAMUEL, Burnley, Jeweller Feb 15 at 2 Exchange Hotel, Nicholas st, Burnley
LUFT, NATHAN JACOB, Manchester, Smallware Dealer Feb 8 at 3.30 Ogden's chmbrs, Bridge st, Manchester
MARTIN, SAMUEL HOWROYD, Hatton garden, Fancy Goods Importer Feb 6 at 11 Bankruptcy bldgs, Carey st
MAYNARD, HENRY EDGAR, Birmingham, Managing Director of Midland Hotel Co Feb 8 at 11 23, Colmore row, Birmingham
MILLS, EDWIN JOSEPH, Handsworth, Staffs, Silversmith Feb 7 at 11 23, Colmore row, Birmingham
MILLS & TROW, Birmingham, Silversmiths Feb 7 at 11 23, Colmore row, Birminghrm
MORRIS, WILLIAM HENRY BERTRAM, Swansea, Metal Broker Feb 7 at 12 Off Rec, 31, Alexandra st, Swansea
MORRISON, ROBERT ROBINSON, Great Smeaton, Farmer Feb 19 at 11.30 Court house, Northallerton
NIXON, THOMAS, Reading, Surgeon Feb 7 at 11.30 Queen's Hotel, Reading
NIXON, SAMUEL, Innkeeper Feb 7 at 11 Bankruptcy bldgs, Carey st
NOAKES, EBENEZER, Eastbourne, Greengrocer Feb 8 at 10.45 Coles & Sons, Seaside rd, Eastbourne
PARKER & CO, High Holborn, Photographers Feb 7 at 2.30 Bankruptcy bldgs, Carey st
PETTY, FRANCIS, Reading, Dentist Feb 7 at 12 Queen's Hotel, Reading
PRIEST, ELIZABETH, Birmingham, Milliner Feb 9 at 2.30 23, Colmore row, Birmingham
ROGERS, GEORGE, Boscombe, Builder Feb 7 at 12.30 Off Rec, Salisbury
ROGERS, THOMAS HENRY, Pembroke Dock, Tailor Feb 20 at 12 Temperance Hall, Pembroke Dock
ROTHERHAM, SAMUEL CHARLES, Nottingham, Grocer Feb 6 at 11 Off Rec, St Peter's Church walk, Nottingham
RUSSELL, JOHN, Kingston upon Hull, Bricklayer Feb 8 at 11 Off Rec, Trinity House lane, Hull
SMITH, CHARLES MARSHALL, Stockton on Tees, Law Clerk Feb 7 at 3 Off Rec, 8, Albert rd, Middlesborough
SMITH, GEORGE, Liverpool, Printer Feb 7 at 3 Off Rec, 35, Victoria st, Liverpool
SRODZINSKI, SARAH ANNE, Torquay Feb 9 at 11.30 Off Rec, 13, Bedford circus, Exeter
STORR, JOHN JAMES, Barton on Humber, Tailor Feb 7 at 10.30 Off Rec, 15, Osborne st, Gt Grimsby
STINTON, THOMAS HENRY, Croft, Yorks, Hotel Keeper Feb 7 at 3 Off Rec, 8, Albert rd, Middlesborough
ST JOHN, OLIVER, Little Shelford, Brewer Feb 12 at 12 Off Rec, 5, Petty Cury, Cambridge
ST JOHN, ALFRED, Freshwater, Builder Feb 7 at 2 19, Quay st, Newport, I W
TABOR, ALFRED, Harewood sq, Corn Merchant Feb 7 at 2.30 Bankruptcy bldgs, Carey st
TAYLOR, DAVID, Oldham, Hay Dealer Feb 6 at 3.15 Ogden's chmbrs, Bridge st, Manchester
TROW, WILLIAM FRANK, Handsworth, Silversmith Feb 7 at 11 23, Colmore row, Birmingham
TUCKER, HENRY, Derby, Baker Feb 8 at 12 Off Rec, St James's chmbrs, Derby
VOKE, FRANCES, Preston, Dairy Keeper Feb 7 at 12 Off Rec, 4, Pavilion bldgs, Brighton
WARREN, SUSAN, King's Nympton, Farmer Feb 6 at 10 Unicorn Hotel, South Molton
WOOD, ARTHUR, Blackpool, Clothier Feb 13 at 11 Off Rec, 15, King st, Gloucester

ADJUDICATIONS.

ARSCOTT, GEORGE, Crediton, Baker Exeter Pet Jan 27 Ord Jan 27
BERNARD, CHARLES ALFRED, New North rd High Court Pet Jan 25 Ord Jan 25
BLACKHAM, JOSEPH HENRY, Birmingham, Builder Birmingham Pet Jan 25 Ord Jan 27
BOOTH, HERBERT, Southport, Corn Factor Liverpool Pet Dec 22 Ord Jan 27
CARR, THOMAS HAY, Horsforth Leeds Pet Dec 16 Ord Jan 24
COOPER, JAMES, Southsea, Lodging-house Keeper Portsmouth Pet Jan 10 Ord Jan 26
CORBETT, THOMAS JAMES, Handsworth, Staffs, Scientific Instrument Manufacturer Birmingham Pet Jan 11 Ord Jan 25
COULSON, JABEZ, Newport, Jeweller Newport, Mon Pet Jan 26 Ord Jan 26
COURTNEY, ALBERT, Stepney, Licensed Refreshment house Keeper High Court Pet Jan 24 Ord Jan 24
CROOK, JOHN, Southampton, Builder Southampton Pet Jan 12 Ord Jan 27
DAVIES, H OSCAR, Falcon sq, Warehouseman High Court Pet Oct 24 Ord Jan 26
DYSON, ARTHUR JAMES, Old Kent rd, Coffee house Keeper High Court Pet Jan 26 Ord Jan 26
EMERSON, JOHN, Hedon, Estate Agent Kingston upon Hull Pet Nov 27 Ord Jan 25
EYRE, ARTHUR, Reading, Cattle Dealer Reading Pet Jan 26 Ord Jan 26
FAWCETT, SAMUEL, Reading, Brick Manufacturer Reading Pet Dec 1 Ord Jan 26
FLINT, WALTER, Eastleigh, Army Pensioner Dorchester Pet Jan 23 Ord Jan 25
FRANCIS, JOSEPH, Reading, Grocer Reading Pet Nov 11 Ord Jan 24
FREEWELL, WILLIAM C, Fenchurch st, Builder High Court Pet June 28 Ord Jan 26
FROST, ELIJAH, London Colney, Machinist St Albans Pet Jan 23 Ord Jan 23
GARSIDE, GEORGE, Huddersfield, Mechanic Huddersfield Pet Jan 24 Ord Jan 24
GRIFFITH, CHARLES JOHN, and CHARLES TALBOT AHIER, Willesden Junction High Court Pet Jan 4 Ord Jan 24
HANCOCK, THOMAS HENRY, Redruth, Builder Truro Pet Jan 27 Ord Jan 27
HARRHY, EVAN, Llantillio Pertholoy, Mon, Miller Tredegar Pet Jan 25 Ord Jan 26
HAWORTH, JOHN, Southport Liverpool Pet Oct 25 Ord Jan 25
HAYNES, ARTHUR WILLIAM, Southsea, Livery Stable Keeper Portsmouth Pet Nov 15 Ord Jan 12
HEATH, ALFRED CHARLES, Kidderminster, Draper Kidderminster Pet Jan 23 Ord Jan 23
HUGGINS, WILLIAM BUTLER, Oxford, Post Office Clerk Oxford Pet Dec 19 Ord Dec 29
KATAOKA, MASAYUKI High Court Pet Nov 13 Ord Jan 26
LLOYD, THOMAS JAMES, Clewer, Berks, Builder Windsor Pet Jan 24 Ord Jan 24
LOADER, CALEB, Kinson, Dorset, Chair Maker Poole Pet Nov 28 Ord Dec 5
LUND, GEORGE HENRY, Leeds, Fruit Merchant Leeds Pet Jan 25 Ord Jan 25
MARKS, JOSEPH ARTHUR, Cardiff, Baker Cardiff Pet Jan 19 Ord Jan 20
METCALFE, WILLIAM, Russell gdns High Court Pet Sept 20 Ord Jan 26
NASH, ALBERT, Finchley, Traveller Barnet Pet Dec 14 Ord Jan 26
NORTH, Hon WILLIAM FREDERICK JOHN, Arlington st High Court Pet June 14 Ord Jan 26
PARKINSON, ROBERT, Barrow in Furness, Grocer Ulverston Pet Jan 25 Ord Jan 25
POOLEY, ALBERT FREDERICK, Penzance, Furniture Dealer Truro Pet Jan 27 Ord Jan 27
RICKELLS, JOHN EASTON, Ulceby, Lincs, Tailor Gt Grimsby Pet Jan 25 Ord Jan 25
ROBERTS, HARRY, Manchester, Cabinet Maker Manchester Pet Jan 25 Ord Jan 25
ROGERSON, SOPHIA, Mornington rd, Widow Hastings Pet Jan 8 Ord Jan 25
RUFFLE, ROBERT BLACKMAN, Wickham St Paul, Farmer Colchester Pet Jan 25 Ord Jan 26
RUSSELL, JOHN, Kingston upon Hull, Bricklayer Kingston upon Hull Pet June 29 Ord Jan 25
SALTER, THOMAS, Kidderminster, Wheelwright Kidderminster Pet Jan 22 Ord Jan 22
SMITH, ALFRED, Eiland, Yorks, Greengrocer Halifax Pet Jan 27 Ord Jan 27
SMITH, CHARLES MARSHALL, Stockton on Tees, Law Clerk Stockton on Tees Pet Jan 13 Ord Jan 25
SNOOKS, JAMES, West Kensington, Builder High Court Pet Jan 6 Ord Jan 26
SOUTHERD, HENRY, Tamworth, Sanitary Pipe Manufacturer Birmingham Pet Jan 8 Ord Jan 25
SRODZINSKI, SARAH ANNE, Torquay, Furniture Dealer Exeter Pet Jan 26 Ord Jan 26
STACEY, JAMES, Bristol, Cycle Agent Bristol Pet Jan 18 Ord Jan 27
STEAD, JOHN, Ludlow, Clothier Leominster Pet Jan 26 Ord Jan 26
ST JOHN, OLIVER, Great Shelford, Brewer Cambridge Pet Jan 24 Ord Jan 25
STRUTT, SOPHIA, Chelsworth, Widow Ipswich Pet Jan 25 Ord Jan 25
TAYLOR, ROBERT, Rochdale, Confectioner Rochdale Pet Jan 18 Ord Jan 26
TUCKER, HENRY, Derby, Baker Derby Pet Jan 24 Ord Jan 25
WAKEFORD, JOHN, Winchester, Innkeeper Winchester Pet Jan 26 Ord Jan 26

WALDEN, ARTHUR FORSTER, Surbiton, Auctioneer Kingston, Surrey Pet Jan 29 Ord Jan 25
WOLFE & HAMMOND, Birmingham, Boot Manufacturers Birmingham Pet Jan 22 Ord Jan 22

The following amended notice is substituted for that published in the London Gazette of Nov 17 :—

WEICHER, JULIUS HERMANN, Brighton, Provision Dealer Brighton Ord Nov 14

ADJUDICATION ANNULLED.

BURNARD, MADELEINE, Ilchester, Somersetshire Yeovil Adjud Jan 20, 1893 Annul Dec 7

SALES OF ENSUING WEEK.

Feb. 6.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, E.C., at 2 o'clock, Freehold and Leasehold Properties (see advertisement, Jan. 27, p. 4).

Feb. 7.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, E.C., at 2 o'clock, Freehold and Leasehold Properties, Stocks, and Shares (see advertisement, this week, p. 4).

Feb. 7.—Messrs. VENTOM, BULL, & COOPER, at the Mart, E.C., at 2 o'clock, an Absolute Reversion (see advertisement, this week, p. 228).

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity, it is requested that application be made direct to the Publisher.

Subscription, PAYABLE IN ADVANCE, *which includes Indexes, Digests, Statutes, and Postage,* 52*s.* WEEKLY REPORTER, *in wrapper,* 26*s.*; *by Post,* 28*s.* SOLICITORS' JOURNAL, 26*s.* 0*d.*; *by Post,* 28*s.* 0*d. Volumes bound at the office—cloth,* 2*s.* 9*d., half law calf,* 5*s.* 6*d.*

LONDON and COUNTY BANKING COMPANY (Limited).

Established in 1836, and registered in 1880 under "The Companies Acts, 1862 to 1879."

Capital, £8,000,000, in 100,000 Shares of £80 each.

REPORT adopted at the Annual General Meeting, the 1st February, 1894.

WILLIAM HENRY STONE, Esq., in the Chair.

The Directors, in submitting to the Proprietors the Balance-sheet for the half-year ending 31st December last, have to report that, after paying interest to customers and all charges, making provision for bad and doubtful debts, allowing £29,310 8s. 3d. for rebate on bills not due, and transferring £20,000 in reduction of premises account, the net profits amount to £206,130 12s. 5d. This sum, added to £81,017 16s. 10d., the balance brought forward from last account, produces a total of £289,148 9s. 3d.

The Directors recommend the payment of a Dividend of 10 per cent. for the half-year, together with a Bonus of one per cent., which will absorb £220,000. This will leave a balance of £69,148 9s. 3d. to be carried forward to Profit and Loss New Account. The present Dividend and Bonus, added to the amount paid to 30th June, will make 21 per cent. for the year 1893.

The Directors retiring by rotation are Hanbury Barclay, Esq., William James Harter, Esq., and William McKewan, Esq., who, being eligible, offer themselves for re-election.

The Dividend and Bonus, £2 4s. per Share, free of Income Tax, will be payable at the Head Office, or at any of the Branches, on or after Monday, 12th February.

BALANCE SHEET OF THE LONDON AND COUNTY BANKING COMPANY (LIMITED), 31ST DECEMBER, 1893.

Dr.	£	s. d.	£	s. d.
To Capital subscribed, £8,000,000 paid up			2,000,000	0 0
To Reserve Fund			1,000,000	0 0
To Due by the Bank on Current Accounts, on Deposit Accounts, with Interest accrued, Circular Notes, &c.			33,886,873	19 1
To Liabilities on Acceptances, covered by Cash or Securities or Bankers' Guarantees			3,011,133	17 3
To Rebate on Bills not due carried to next Account			29,310	8 3
To Profit and Loss Balance brought from last Account	81,017	16 10		
To Net Profit for the Half-year, after making provision for bad and doubtful debts and transferring £20,000 to Premises Account	206,130	12 5		
			289,148	9 3
			£40,216,466	13 10

N.B.—The Baring Guarantee of £187,500 is not included in the above liabilities.

Cr.	£	s. d.	£	s. d.
By Cash at the Head Office and Branches, and with Bank of England	4,903,606	18 7		
By Loans at Call and at Notice, covered by Securities	2,646,244	12 8		
			7,550,053	11 3
Investments, viz. :—				
By Consols (2½ per Cent.) registered and in Certificates, and New 2½ per Cents., and Exchequer Bonds (£6,306,991 7s. 11d.)				
Canada 4 per Cent. Bonds, Egyptian 3 per Cent. Bonds, and Turkish 4 per Cent. Bonds Guaranteed by the British Government	6,950,268	8 3		
By India Government Stock and Debentures, and India Government Guaranteed Railway Debentures and Stock	905,127	3 9		
By Metropolitan and other Corporation Stocks, Debenture Bonds, English Railway Debenture Stock and Colonial Bonds	1,209,246	18 0		
By Other Securities	10,232	11 5		
			9,074,875	1 5
By Discounted Bills Current	9,521,316	7 2		
By Advances to Customers at the Head Office and Branches	10,606,425	18 8		
			20,127,742	5 10
By Liabilities of Customers for Drafts accepted by the Bank (as per Contra)			3,011,133	17 3
By Freehold Premises in Lombard Street and Nicholas Lane, Freehold and Leasehold Property at the Branches, with Fixtures and Fittings	472,661	18 1		
By Less amount transferred from Profit and Loss	20,000	0 0		
			452,661	18 1
			£40,216,466	13 10

PROFIT AND LOSS ACCOUNT.

Dr.	£	s. d.
To Interest paid to Customers	93,163	8 4
To Salaries and all other Expenses at Head Office and Branches, including Income Tax on Profits and Salaries	221,932	9 2
To Transferred to the credit of Premises Account	20,000	0 0
To Rebate on Bills not due, carried to New Account	29,310	8 3
To Dividend, 10 per cent. for the Half-year £200,000 0 0		
To Bonus 1 per cent. 20,000 0 0		
To Balance carried forward 69,148 9 3		
	289,148	9 3
	£653,554	15 0

Cr.	£	s. d.
By Balance brought forward from last Account	83,017	16 10
By Gross Profit for the Half-year, after making provision for bad and doubtful debts, and including rebate, £27,207 6s. 2d. brought from 30th June last	570,536	18 2
	£653,554	15 0

Examined and audited by us.

(Signed) W. J. HARTER, W. E. HUBBARD, WM. A. JONES, } Audit Committee of Directors.
W. HOWARD, JAS. GRAY, J. B. JAMES, } Joint General Managers.
JAS. GRAY, Chief Accountant.

London and County Banking Company (Limited),
16th January, 1894.

We have examined the foregoing Balance-sheet, and Profit and Loss Account, have verified the Cash Balance at the Bank of England, the Stocks there registered, and the other investments of the Bank. We have also examined the several Books and Vouchers showing the Cash Balances, Bills, and other amounts set forth, the whole of which are correctly stated; and we are of opinion this Balance-sheet and Profit and Loss Account are full and fair, properly drawn up, and exhibit a true and correct view of the Company's affairs as shown by the books of the company.

(Signed) HY. GRANT, HENRY GUNN, W. M. NORMAN, } Auditors.

London and County Banking Company (Limited),
18th January, 1894.

LONDON and COUNTY BANKING COMPANY (Limited).—Notice is hereby given, that a DIVIDEND on the capital of the Company at the rate of 10 per cent. for the half-year ending 31st December, 1893, together with a bonus of 1 per cent., will be PAYABLE to the Proprietors, either at the Head Office, 21, Lombard-street, or at any of the Company's branches, on or after Monday, the 12th inst.—By order of the Board,

W. HOWARD, JAS. GRAY, J. B. JAMES, } Joint General Managers.

21, Lombard-street, 2nd February, 1894.

SALES BY AUCTION FOR THE YEAR 1894.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER beg to announce that their SALES of LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-Rents, Advowsons, Reversions, Stocks, Shares, and other Properties will be held at the AUCTION MART, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:—

1894.

Tuesday, Feb. 6	Tuesday, May 1	Tuesday, July 24
Tuesday, Feb. 20	Tuesday, May 8	Tuesday, July 31
Tuesday, Feb. 27	Tuesday, May 22	Tuesday, Aug. 7
Tuesday, March 6	Tuesday, May 29	Tuesday, Aug. 14
Tuesday, March 13	Tuesday, June 5	Tuesday, Aug. 21
Tuesday, March 20	Tuesday, June 12	Tuesday, Oct. 2
Tuesday, April 3	Tuesday, June 19	Tuesday, Oct. 16
Tuesday, April 10	Tuesday, June 26	Tuesday, Oct. 30
Tuesday, April 17	Tuesday, July 3	Tuesday, Nov. 13
Tuesday, April 24	Tuesday, July 10	Tuesday, Dec. 4
	Tuesday, July 17	

Auctions can also be held on other days, in town or country, by arrangement. Messrs. Debenham, Tewson, Farmer, & Bridgewater undertake Sales and Valuations for Probate and other purposes, of Furniture, Pictures, Farming Stock, Timber, &c.

DETAILED LISTS OF INVESTMENTS, Estates, Sporting Quarters, Residences, Shops, and Business Premises to be Let or Sold by private contract are published on the 1st of each month, and can be obtained of Messrs. Debenham, Tewson, Farmer, & Bridgewater, Estate Agents, Surveyors, and Valuers, 80, Cheapside, London, E.C. Telephone No. 1,503.

Sales for the Year 1894.

MESSRS. E. & H. LUMLEY, of St. James's-house, 22, St. James's-street, London, S.W., beg to announce for the forthcoming year the following DAYS of SALE, at the AUCTION MART, Tokenhouse-yard, E.C., but in addition others can be arranged for special sales. Terms on application :—

Tuesday, Feb. 13	Tuesday, June 26	Tuesday, Sept. 11
Tuesday, Mar. 20	Tuesday, July 10	Tuesday, Oct. 2
Tuesday, April 17	Tuesday, July 31	Tuesday, Nov. 6
Tuesday, May 22	Tuesday, Aug. 14	Tuesday, Dec. 4
Tuesday, June 5		

Messrs. E. & H. Lumley announce in the advertisement columns of "The Times," on Wednesdays and Saturdays, a complete list of their Sales, which will include Estates in England, Ireland, and Scotland, town and country properties, ground-rents, reversions, gas and water shares, &c. In cases where property is to be included in these sales, ample notice should be given in order to insure due publicity.—St. James's-house, 22, St. James's-street, S.W.

MESSRS. STIMSON & SONS,

Auctioneers, Surveyors, and Valuers,
8, MOORGATE STREET, BANK, E.C.,
AND
2, NEW KENT ROAD, S.E.
(Opposite the Elephant and Castle).

AUCTION SALES are held at the Mart, Tokenhouse-yard, City, on the second and last Thursdays in each month and on other days as occasion may require.

STIMSON & SONS undertake SALES and LETTINGS by PRIVATE TREATY, Valuations, Surveys, Negotiation of Mortgages, Receiverships in Chancery, Sales by Auction of Furniture and Stock, Collection of Rents, &c. Separate printed Lists of House Property, Ground-Rents for Sale, and Houses, &c., to be Let, are issued on the 1st of each month, and can be had gratis on application or free by post for two stamps. No charge for insertion. Telegraphic address, "Servabo, London."

WEDNESDAY NEXT.

Absolute Reversion to valuable Colonial and other Stock, Bonds, Railway Annuities, French Rentes, &c., receivable on the death of a lady now in her 82nd year.

MESSRS. VENTOM, BULL, & COOPER will SELL by AUCTION, at the MART, Tokenhouse-yard, on WEDNESDAY, FEBRUARY 7, at TWO precisely, in Two Lots, TWO SIXTH SHARES of an undivided THIRD PORTION of highly valuable SECURITIES, which securities represent a present cash value of about £13,000, receivable on the death of a lady now in her 82nd year.

Particulars and conditions of sale may be had of Messrs. Norton, Rose, Norton, & Co., Solicitors, 10, Victoria-street, Westminster; at the Mart; and of the Auctioneers, 35, Old Jewry, E.C.

EDE AND SON,

ROBE MAKERS.

BY SPECIAL APPOINTMENT

To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.

ROBES FOR QUEEN'S COUNSEL AND BARRISTERS.

SOLICITORS' GOWNS.

Law Wigs and Gowns for Registrars, Town Clerks, and Clerks of the Peace.

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